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1992
L. C. Hanson
Company
Black Coulee
Coal Fire
Emergency
Reclamation
Project

**BLACK COULEE COAL FIRE
EMERGENCY RECLAMATION PROJECT**

DST-AMPR-02E-01

STATE DOCUMENTS COLLECTION

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CONSULTING ENGINEERS & SURVEYORS
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FINAL REPORT

BLACK COULEE COAL FIRE EMERGENCY RECLAMATION PROJECT

DSL-AMRB 92E-01

Blaine County, MT
Section 30, T32N, R20E and
Sections 29, 30, and 31, T32N, R19E

July, 1992



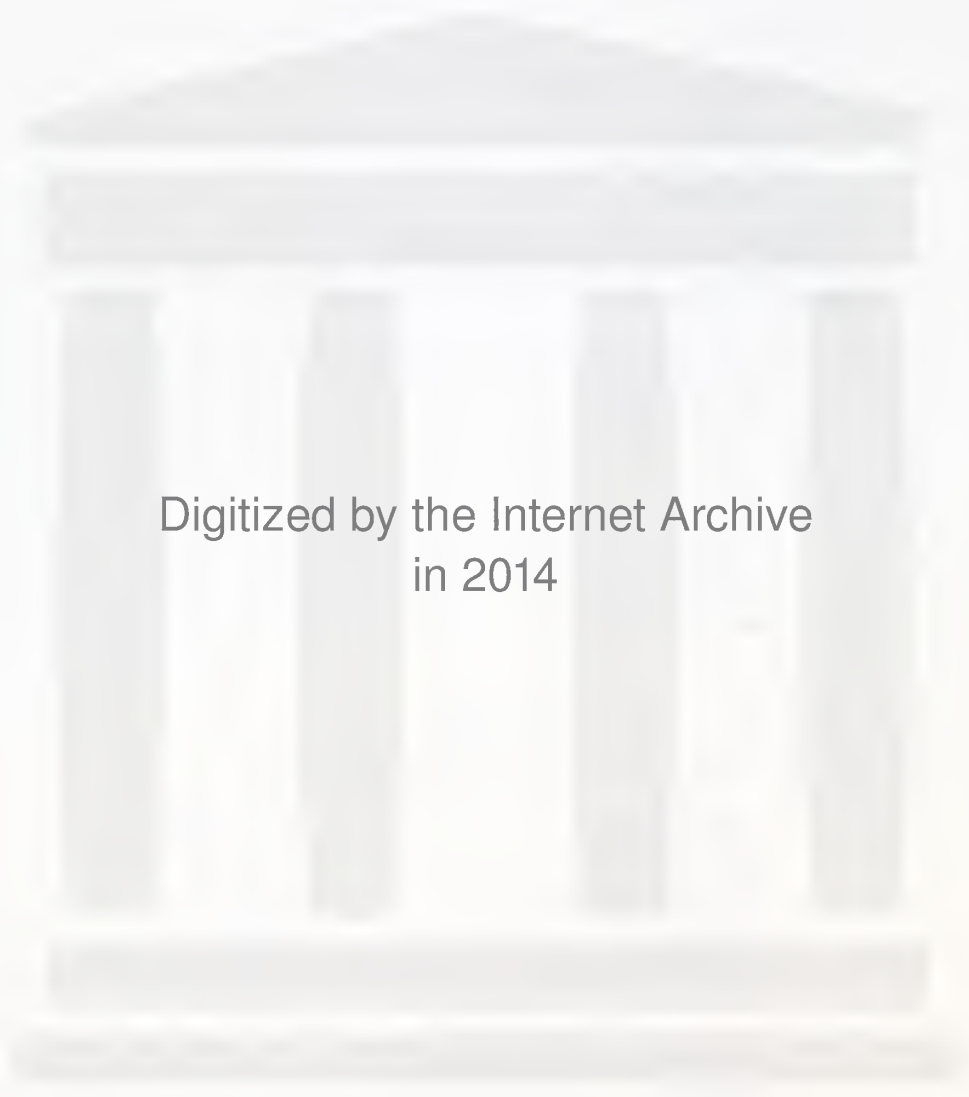
Prepared by:

L.C. HANSON COMPANY
Consulting Engineers and Surveyors
2969 Airport Road
Helena, MT 59601

Lowell C. Hanson
8/18/92

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2. INTRODUCTION

2.1 Project/Site Description

The BLACK COULEE COAL FIRE EMERGENCY RECLAMATION PROJECT consisted of four project sites located approximately 6-7 miles south of Chinook, MT in Blaine County. These sites were the CLEVELAND ROAD SITE, HAUGEN SITE, BLACK COULEE SITE and the WINDMILL SITE.

Coal mining in this area was first surveyed by the USGS in 1890. A number of small mines were in production at that time. The CLEVELAND ROAD SITE is in the vicinity of the Kerr Mine (NW4, SW4, Sec 30, T32N, R20E, and may be the mine referred to in this report. Richard Conrad applied for a lease in 1948 but no other production records were located for the site.

The HAUGEN SITE is in the vicinity of what the 1890 USGS survey called the Timber Mine (SW4, SW4 Sec 29, T32N, R19E). No production records were located for the mine.

The BLACK COULEE SITE (SE4 NE4 Sec 31, T32N, R19E) had no locatable files on record.

The WINDMILL SITE (NE4, NE4, Sec 31, T32N, R19E) had no locatable files on record.

A map showing the sites is provided on the following page.

2.2 Site Problems and Project Objectives

Three sites containing burning coal seams were authorized under an emergency grant by the Department of State Lands to be extinguished and reclaimed. The burning coal seams covered areas of approximately 1 acre at the CLEVELAND ROAD SITE, 2 acres at the HAUGEN SITE, and 2 acres at the BLACK COULEE SITE. The fourth site, the WINDMILL SITE, was added after the project was in progress.

Specific objectives within the project were to mitigate a high probability of substantial physical harm to the public's health, safety and general welfare. General guidelines followed are outlined in the AML Emergency Program Guidelines for Underground Mine Fires. These operations included excavating, drilling and blasting, extinguishing burning materials, backfilling and topsoil restoration.

The fire at the BLACK COULEE SITE was much larger than initially anticipated and required several revisions to the initial work plan.

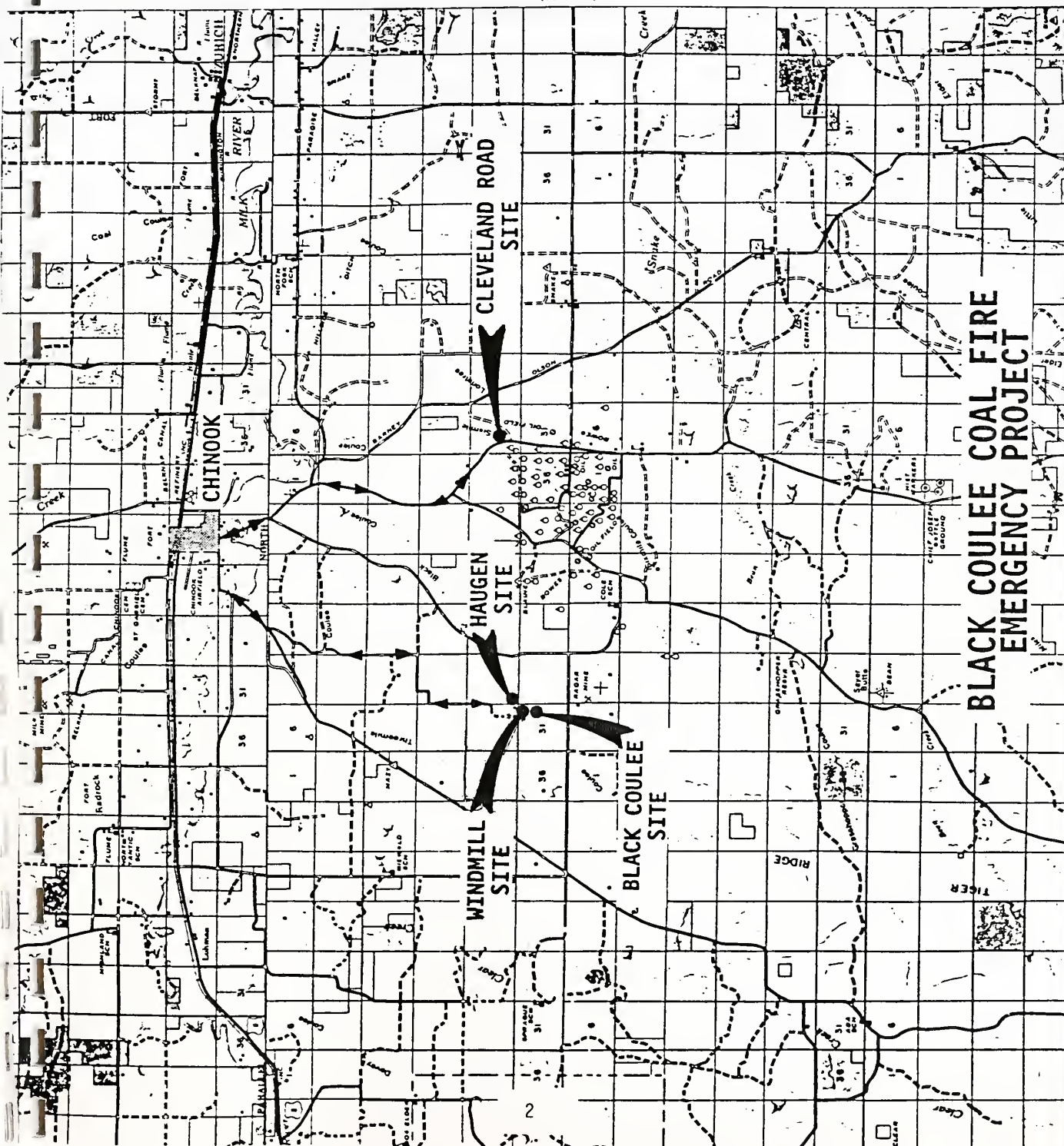
T 33 N

T 32 N

T 31 N

T 30 N

(BELKNAP)



3. RESPONSIBLE PARTIES

3.1 Contractors

Prime: Montgomery Construction
 PO Box 815
 Hilger, MT 59415

Supervisor: Delmer Buller

Subcontractors: Bear Paw Explosive and Drilling
 Chinook, MT 59523
 Phone: 357-3442

3.2 Engineers

Design and Inspection: L.C. Hanson Company
 Consulting Engineers & Surveyors
 2969 Airport Road
 Helena, MT 59601

Project Engineer: Lowell Hanson and Al Nye

Construction Inspector: Don Hinman

3.3 AMRB Manager

Joel Chavez and Dan Koszuta

4.0 DESCRIPTION OF RECLAMATION CONTRACT

4.1 Bidding and Pre-Construction Administration

Advertisement	
Pre-Bid Conference	March 31, 1992
Bid Opening	April 7, 1992
Bid Tabulations	(See Attachment 1)
Award	April 7, 1992
Agreement	April 13, 1992
Notice to Proceed	April 14, 1992

4.2 Construction Administration

Pre-Construction Conference	April 15, 1992
Start-Up	April 16, 1992
Shutdowns	None
Substantial Completion	June 30, 1992
Final Approval and Payment	July 21, 1992

4.3 Equipment and Methods

Equipment

Dump Truck - International 1800 Series w/18 C.Y. capacity
D7E Cat Dozer
966 Cat Loader w/4 C.Y. capacity
690 J.D. Excavator w/3/4 C.Y. bucket
D-8H Cat Dozer w/Ripper
S-24 Terex Scraper - 24 C.Y. struck
D-9G Cat Dozer
Drill Rig - International Model VF190

Methods

The major items of work involved containment and extinguishing of burning materials at the three sites. The Contractor initiated work at each site by removing surface debris, excavating a pit for burning materials, excavating and extinguishing the burning materials, burying the washed materials, and backfilling excavations. The BLACK COULEE SITE required drilling and blasting of material and sealing of adits.

Following extinguishing of the burning materials, the BLACK COULEE SITE received a layer of mulch after topsoil was replaced. All sites had the topsoil replaced.

4.4 Planning and Design

Description of Project Plan

The planning for this project was similar to other reclamation projects undertaken by L.C. Hanson Company and the Montana Department of State Lands for emergency projects. Emergency procedures and reclamation procedures were determined through mapping, landowner interviews, site visits, courthouse records, research data, and experience with similar projects. Each site was unique and required a fair amount of field decision in accomplishing the goals of the project.

A. CLEVELAND ROAD SITE

Work at this site consisted of excavating a pit for burning materials disposal; excavating two known burning fires; extinguishing burning materials; backfilling excavated areas; installation of temporary farm fence; and restoring topsoil to disturbed areas.

B. HAUGEN SITE

Work at this site consisted of installing a temporary 36" culvert in Black Coulee; excavating a pit for burning materials and

debris disposal; excavating four known burning fires; extinguishing burning materials; backfilling subsidences; reshaping excavated areas; installation of temporary farm fence; and replacement of topsoil to disturbed areas.

C. **BLACK COULEE SITE**

Work at this site consisted of installing a temporary 36" culvert in Black Coulee; excavating a pit for burning materials; excavating three known burning fires; extinguishing burning materials; backfilling subsidences and excavated areas; closing of an adit; reshaping excavated areas; installing a temporary farm fence; and replacement and mulching of topsoil.

As the extinguishment of visible burning coulee waste proceeded, excavation progressed into the steep coulee banks and eventually revealed a caved adit entering into apparent mined workings. The workings appeared to be an irregular pattern of the room and pillar system. Twice it was thought that the burning areas had been removed; but after brief periods, the fire would flare up, revealing hot areas adjacent to the excavated areas.

The highwall created by on-going dig out attempts prevented access to the coal seam. The size of the problem grew as the excavation was performed. Finally it became obvious that a large area of the mine was burning and could not be reached by following the workings in at the coal seam level.

Exploratory drilling was undertaken to determine the extent of the fire and condition of the workings. Boreholes were placed around the burned areas and temperature probes were set to determine limits of the fire.

Grouting of the workings to cut off the air supply was considered but seemed more costly than continued dig out. Furthermore, the workings were badly collapsed and deemed unsuitable for grouting, leaving the uncertainty of success and an on-going need for monitoring.

Once the limit of the fire was determined, an open cut dig out procedure was planned and staked for construction. Removal of overburden involved rather large quantities of earth overlying the coal seam. Two large scrapers and a large push cat were mobilized to perform the work. This equipment was deemed the most suitable and efficient method for completing the work.

A thick seam of sandstone overlies the coal in the area of the fire. Previous contact with this material indicated that the material would be rippable. When the sandstone was exposed, it was determined that ripping would be too costly and too slow for the project goals. Drilling and blasting were necessary to efficiently remove the rock layer.

The blasted rock was removed and placed in a small coulee south of the fire area. This allowed for wasting of the rock and precluded the need to move the material back into the cut area. The rock broke up while being loaded, hauled and spread, and the resultant fill was dense and uniform. Cover material was placed over the waste area prior to topsoiling.

All overburden excavation was stockpiled adjacent to the cut area. The burning coal was removed and placed into disposal pits. The hot materials were watered to cool and extinguish the fire. Large amounts of water were required. The disposal pits were covered and topsoiled.

The overburden material was hauled back into the excavated area once the burning and hot coal materials were removed. The embankment was placed and compacted by the two scrapers with the operation planned to achieve maximum passes of the equipment over the previously placed fill materials. Large amounts of water were used to moisture condition the soils and aid in achieving good density in the completed fill. Densities equivalent to the adjacent soils were the goal in placing backfill.

A field survey was ordered during the period of time that excavation of the large area was in progress. The survey was performed near the time when excavation was complete and when replacement of excavated materials was to commence. A detailed contour map was generated and used for determining quantities. The pit was measured at 22,009 cubic yards and the volume of the stockpile was 24,526 cubic yards. The rock waste was not measured and not included in the above figures.

The costs associated with the handling of the above-noted quantities total \$83,596.95 (Work Directive Changes #2, 3, 4, 5 and 6) and equate to an approximate excavation cost of \$1.80/C.Y. of excavation and embankment required for the dig out portion of the project.

D. WINDMILL SITE (new site added)

Work at this site consisted of excavating a pit for burning materials disposal; excavating known burning fires; extinguishing burning materials; backfilling excavated areas; installation of temporary farm fence; and revegetation of all disturbed areas.

5. COST SUMMARY

5.1 Summary of Pay Items

Quantities Used

The Final Payment Request is Attachment 3. This request

contains the list of all final project quantities used for each work item on a site-by-site basis.

5.2 Summary of Costs

Final Payment Request No. 2 contained in Attachment 3 provides a complete list of the individual site costs and applicable unit prices.

Change Orders - #1 Total Cost (+) \$ 46,070.07

Change Order #1 covered increased quantities at the CLEVELAND ROAD SITE, HAUGEN SITE, BLACK COULEE SITE, and WINDMILL SITE (new site added). Change Order #1 resulted from Work Directive Changes No. 1, 2, 3, 4, 5 and 6. These Work Directive Changes resulted from the extensive burning coal fire which was not known at the time of Contract award. The scope of work changed at the BLACK COULEE SITE due to the extent of the burning coal fire, requiring the removal and replacement of large quantities of non-burning materials over the burning coal.

Exploratory drilling was required to determine the extent of the fire and the extent of mine voids in the immediate vicinity of previous work. Drilling and blasting were also required as a more economical means and feasible method of rock excavation for the removal of overburden.

Change Order - #2 Total Cost (+) \$ 98,126.89

Change Order #2 covered increased quantities at the CLEVELAND ROAD SITE and drilling and blasting, overtime, equipment rental, materials, labor, concrete to plug boreholes, signs, borehole covers, mobilization/demobilization, crop damage, and seed, fertilizer, etc. involved in completing the extensive work at the BLACK COULEE SITE.

TOTAL PROJECT COST \$ 162,281.86

The Analysis of Consultant Costs is contained in Attachment 4.

6.0 PROJECT SUMMARY

6.1 Site Conditions After Completion

The three original sites, along with the fourth site added during the project progress, were completed in accordance with the Plans and Specifications. Field decisions at the sites augmented the plans and scope of work necessary. Specific construction and excavation details are noted in the Site Topo Map in Attachment 6 of this report.

6.2 Comments and Suggestions

One additional site was added to the project during construction, and an increase in the scope of work was necessary for all the sites. All sites, except the BLACK COULEE SITE, will need to be mulched and all four sites will need to be reseeded.

Unusual problems were encountered at the BLACK COULEE SITE with equipment being operated over underground room and pillar workings. The nature of the fire at Black Coulee may have been better understood with adequate knowledge of past production records.

No prior records were located for the BLACK COULEE SITE, making the initial estimate of burning materials difficult. A two phase project of delineation and reclamation/remediation may have helped hold costs down.

The project files contain extensive information about the progress of the project and the difficulties encountered. Information not contained within this report may be found within these additional records.

6.3 Maintenance Follow-up

Follow up activities should finish revegetation of the sites to implement the weed control plan.

Maintenance and follow-up inspections should monitor for any renewed signs of fire and secondary objectives such as revegetation and site improvements.

ATTACHMENT 1

BID TABULATIONS

**BLACK COULEE EMERGENCY PROJECT
BLAINE COUNTY, MONTANA**

DSL/AMRB 92-EO1
DATE April 7, 1992

BID TABULATIONS				ENGINEER'S ESTIMATE		Shumaker Trucking & Excavating		Moxley Joint Venture		Montgomery Construction	
Item Number	Estimated Quantity	Unit	Description	Unit Price	Total Price						
1.	1	L.S.	Mobilization	Each	1404.00	Each	1,000.00	Each	600.00	Each	1,000.00
2.	50	C.Y.	Salvage & Replace Cover Soil	5.00	250.00	4.00	200.00	5.00	250.00	3.00	150.00
3.	140	C.Y.	C.Y. Excavation & Embankment	30.00	4,200.00	4.00	560.00	5.00	700.00	2.00	280.00
4.	3.5	MGAL	Provide Water	50.00	175.00	25.00	87.50	150.00	525.00	40.00	140.00
5.	470	L.F.	Farm Fence, F-3M	1.10	517.00	1.00	470.00	1.00	470.00	1.00	470.00
6.	10	Each	Double Panel	110.00	1,100.00	95.00	950.00	195.00	1,950.00	200.00	2,000.00
7.	2	Each	Single Panel	90.00	180.00	85.00	170.00	100.00	200.00	100.00	200.00
8.	1	Each	F-3 Farm Fence Gate	90.00	90.00	80.00	80.00	280.00	280.00	75.00	75.00
9.	3.0	LBS.	Fertilizer	2.00	6.00	10.00	30.00	4.00	12.00	5.00	15.00
10.	13.9	LBS.	Seed	20.00	278.00	10.00	139.00	8.05	111.89	31.00	430.90
11.	375	LBS.	Vegetative Mulch	0.40	150.00	1.50	562.50	0.60	225.00	0.25	93.75
			SUB-TOTAL - SCHEDULE I		8,350.00		4,249.00		5,323.89		4,854.65
			HAUEN SITE								
12.	1	L.S.	Mobilization	Each	2671.30	Each	1,500.00	Each	600.00	Each	1,000.00
13.	120	C.Y.	Salvage and Replace Cover Soil	5.00	600.00	4.00	480.00	5.00	600.00	3.00	360.00
14.	335	C.Y.	Excavation & Embankment	30.00	10,050.00	4.00	1,340.00	5.80	1,943.00	3.00	1,005.00

BID TABULATIONS				ENGINEER'S ESTIMATE		Shumaker Trucking & Excavating		Moxley Joint Venture		Montgomery Construction	
Item Number	Estimated Quantity	Unit	Description	Unit Price	Total Price						
15.	8.4	MGAL	Provide Water	50.00	420.00	25.00	210.00	150.00	1,260.00	40.00	336.00
16.	575	L.F.	Farm Fence, F-3M	1.10	632.50	1.00	575.00	1.25	718.75	1.00	575.00
17.	8	Each	Double Panel	110.00	880.00	95.00	760.00	195.00	1,560.00	200.00	1,600.00
18.	4	Each	Single Panel	90.00	360.00	85.00	340.00	100.00	400.00	100.00	400.00
19.	1	Each	F-3 Farm Fence Gate	90.00	90.00	80.00	80.00	280.00	280.00	75.00	75.00
20.	23.1	LBS.	Fertilizer	2.00	46.20	10.00	231.00	4.00	92.40	5.00	115.50
21.	5.0	LBS	Seed	20.00	100.00	10.00	50.00	8.05	40.25	31.00	155.00
22.	625	LBS.	Vegetative Mulch	0.40	250.00	1.50	937.50	0.60	375.00	0.25	156.25
			SUB - TOTAL - SCHEDULE II		16,100.00		6,503.50		7,869.40		5,777.75
			BLACK COULEE SITE								
23.	1	L.S.	Mobilization	Each	2999.00	Each	1,500.00	Each	600.00	Each	1,000.00
24.	135	C.Y.	Salvage and Replace Cover Soil	5.00	675.00	4.00	540.00	5.00	675.00	3.00	405.00
25.	1	Each	Close Mine Openings (a) Adit Seal	1000.00	1,000.00	1000.00	1,000.00	800.00	800.00	1000.00	1,000.00
26.	335	C.Y.	Excavation & Embankment	30.00	10,050.00	4.00	1,340.00	5.80	1,943.00	3.00	1,005.00
27.	8.4	MGAL	Provide Water	50.00	420.00	25.00	210.00	150.00	1,260.00	40.00	336.00
28.	690	L.F.	Farm Fence, F-3M	1.10	759.00	1.00	690.00	1.25	862.50	1.00	690.00
29.	10	Each	Double Panel	110.00	1,100.00	95.00	950.00	195.00	1,950.00	200.00	2,000.00
30.	6	Each	Single Panel	90.00	540.00	85.00	510.00	100.00	600.00	100.00	600.00
31.	1	Each	F-3 Farm Fence Gate	90.00	90.00	80.00	80.00	280.00	280.00	75.00	75.00

BID TABULATIONS				ENGINEER'S ESTIMATE		Shumaker Trucking & Excavating		Moxley Joint Venture		Montgomery Construction	
Item Number	Estimated Quantity	Unit	Description	Unit Price	Total Price						
32.	18.5	LBS.	Fertilizer	2.00	37.00	10.00	185.00	4.00	74.00	5.00	92.50
33.	4.0	LBS.	Seed	20.00	80.00	10.00	40.00	4.00	32.20	31.00	124.00
34	500	LBS.	Vegetative Mulch	0.40	200.00	1.50	750.00	4.00	300.00	0.25	125.00
			SUB-TOTAL - SCHEDULE III		17,950.00		7,795.00		9,376.70		7,452.50
			BID SUMMARY								
			Total Schedule I: Cleveland		8,350.00		4,249.00		5,323.89		4,854.65
			Total Schedule II: Haugen		16,100.00		6,503.50		7,869.40		5,777.75
			Total Schedule III: Black Coulee		17,950.00		7,795.00		9,376.70		7,452.50
			TOTAL BASE BID		42,400.00		18,547.50		22,569.99		18,084.90
			ADDITIVE ALTERNATE NO. 1								
1.		Each	Mobilization (Lump Sum)	200.00		500.00		300.00		5000.00	
2.		L.F.	Drilling Boreholes, 4-3/4" Dia	7.50		10.00		4.00		20.00	
3.		L.F.	Reaming Boreholes, 5" Dia	7.50		25.00		2.00		20.00	
4.		L.F.	Casing Pipe, 4" I.D.	6.00		500.00		4.00		600.00	
5.		Each	Backfill Boreholes	50.00		500.00		200.00		20.00	
HIS ROW CONTAINS FORMULAS FOR ADDING UP THE COLUMNS - INSERT ROWS ABOVE THIS ONE IF YOU NEED MORE THAN 7 ITEMS											

G:\RECLAM\ARBID-TAB.TBL -- SAVE TO DIFFERENT NAME (PROJECT NAME) WHEN USED
USE SECOND SHEET IF MORE THAN 4 BIDDERS

ATTACHMENT 2

CHANGE ORDERS

RECEIVED

JUN 22 1992

CHANGE ORDER**L. C. HANSON CO.**ORDER NO. One (1)PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCYMONT A/E or DSL-AMRB 92E-01CONTRACT DATE: April 13, 1992OWNER: Montana Department of State Lands - Abandoned Mine Reclamation BureauCONTRACTOR: Montgomery Construction PO Box 815 Hilger, MT 59451

Change Orders must be accompanied by an itemized cost breakdown. You are hereby requested to comply with the following changes from the Contract Documents. (Show separate costs for materials, labor, equipment, and miscellaneous. Show percent where applicable.)

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL COST
		MAT'LS	LABOR	EQUIP	MISC.	TOTAL UNIT COST	
	AUTHORIZED CHANGES THROUGH 5/29/92						
1.	CLEVELAND ROAD SITE - Increased quantities					624.35	624.35
2.	HAUGEN SITE - Increased quantities					7591.25	7591.25
3.	BLACK COULEE SITE - Increased quantities					13890.50	13890.50
4.	WINDMILL SITE - WDC #1. Add new site					3822.00	3822.00
5.	BLACK COULEE SITE - WDC #2, #3, #4 Equipment Rental/Exploratory Drilling					10442.51	10442.51
6.	BLACK COULEE SITE - WDC #5 - Expanded dig out					9699.46	9699.46
TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.							\$46,070.07
OVERHEAD & PROFIT @ <u>included</u>							
GRAND TOTAL - THIS CHANGE ORDER							\$46,070.07

Original Contract Price	<u>\$18,084.90</u>
Current Contract Price Adjusted by Previous Change Order	<u>\$18,084.90</u>
Cost this Change Order (+ or -)	<u>+\$46,070.07</u>
New Contract Price including this Change Order	<u>\$64,154.97</u>

The completion date as set forth in the Contract Documents shall be (~~unchanged~~, ~~increased~~, ~~decreased~~) by THIRTY (30) calendar days.

The date for completion of all work will be June 30, 1992.

Description and Justification for Change:

1. SEE WORK DIRECTIVE CHANGES #1, #2, #3, #4, #5, and #6. Increased quantities at all sites.

SURETY CONSENT

The Surety hereby consents to the aforementioned Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as thereby modified or amended per this Change Order. The Principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bonds or Bonds is hereby increased by \$46,070.07 (100% of the Change Order amount) and the penalty of the applicable Labor and Material Bond or Bonds is hereby increased by \$ 46,070.07 (100% of the Change Order amount).

COUNTERSIGNED BY MONTANA
RESIDENT AGENT

SURETY

FBS Insurance Montana, Inc.
FBS Insurance Billings

GREAT AMERICAN INSURANCE COMPANY

Countersigned by:

By:

Montana Resident Agent

Dennis P. Gambill, Attorney-in-fact

Recommended by: Shirley C. Hanson
Engineer

6/10/92

Date

Accepted by: John Montgomery
Contractor

6/11/92

Date

Bonnie Lovelace

6-16-92

OWNER CO - 2

DATE Rev. 3/91

RECEIVED

JUN 15 1992

SERVICE



PAULSON'S HARDWARE

TELEVISIONS & APPLIANCES
SPORTING GOODS

DIAL 357-3350

CHINOOK, MONTANA 59523

C + C
Chenook Mt

Date 5-14 1912

Cash

Address _____

Reg. No.	Clerk	Account Forward		
1				
2				
3	<i>no trespass</i>			
4	<i>Sign</i>			
5				
6				
7				
8	<i>paid</i>			
9				
10				
11				
12				
13				
14				
15				

45

Your Account Stated to Date - If Error is Found Return at Once

CUSTOMER'S ORDER NO				DATE			
NAME				5-14 1992			
ADDRESS							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	NO RET.	PAID OUT	
	X						
QUAN	DESCRIPTION				PRICE	AMOUNT	
1	TYPE					759	
	Thank You				Tax		
					Total	159	
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL							
K 80593				RECEIVED BY			



Valley Lumber Company

20025

Phone 357-2870

SOLD TO

John Montgomery

DATE _____

5/26/1992

45 Hwy. 2 East/P.O. Bx 1419
Chinook, Montana 59523

ADDRESS

DELIVER TO/JOB NO.

Quantity	Cash	Charge	Description	Feet	Price	Amount
			Cut Lumber ($\frac{3}{4}$ ")			2500
			Paid			
			CK # 508			
	Signed				SUB-TOTAL	

All claims and returned merchandise MUST be accompanied by this invoice. No returns after thirty (30) days. 15% Restocking Charge. This invoice is due IN FULL by the 10th of the month following date of purchase. All accounts not paid by the 11th of the month following date of purchase will be subject to finance charge of 1½ percent per month (\$2.00 minimum). This is an annual percentage rate of 18 percent per year.

TOTAL	25	00
-------	----	----



REMIT PAYMENT TO
P.O. BOX 3385
GREAT FALLS, MT 59403

GREAT FALLS, MT 59401

2:19

INVOICE TYPE	INVOICE NO.
INVOICE	C01-HW-272956-1
ORDER DATE	INVOICE DATE
5/14/92	5/14/92

MONTGOMERY CONST
PO BOX 755

HILGER

MT 59451

SHIP TO

MONTGOMERY CONST
PO BOX 755

HILGER

MT 59451

Average daily balance (exclusive of unpaid finance charges) of your charge account is subject to a monthly **FINANCE CHARGE** of 1-1/2% (minimum 50¢) which is an **ANNUAL PERCENTAGE RATE** of 18%, if account is not paid in full on or before 10th of month following closing date of your monthly statement. This **FINANCE CHARGE** may be avoided by paying the new balance shown on your monthly statement in full on or before the 10th of the following month. Carl Weissman & Sons, Inc., upon compliance with lien laws may acquire a mechanic's lien or materialman's lien upon the property upon which labor is performed or material is furnished.

CUSTOMER NO.	PURCHASE ORDER NO.	SHIPPED VIA	KEY	FL	ED	ITEM	QTY
1 96253		UPS	H7	11	11	NET 10TH PROX	1
ORDERED	BO	SHIPPED	MFG	PART NUMBER	DESCRIPTION	PRICE	EXT
5		5	KES	BT-200	WATCH FOR OUR MONTHLY SPECIALS CAUTION/CAUTION TAPE 3" X 200'	6.41	32.05
WEIGHT				.0			
1		1	FRT	UPS	OUT	8.90 2.28	2.28
WEIGHT				.0			
YMENT: CUSTOMER CHARGE						0000	34.33
						0000	34.33

Plastic Yellow
Ribbon
(CAUTION)

20% RESTOCKING CHARGE WILL BE ASSESSED ON RETURNED ITEMS WHICH MUST BE ACCOMPANIED BY THIS INVOICE. RETAIN THIS INVOICE. WE DO NOT ITEMIZE AGAIN. CORES ARE SUBJECT TO INSPECTION BEFORE CREDIT.

RECEIPT OF THE ABOVE LABOR AND/OR MATERIALS,
TOGETHER WITH A COPY OF THIS INVOICE ACKNOWLEDGED.

RECEIVED BY T WT

.0LB

TOTAL PARTS	TOTAL CORES	LABOR	WEIGHT	DISCOUNT
32.05	.00	.00	2.28	.00

P.O. BOX 1609
GREAT FALLS, MT 59403
PHONE (406) 781-4848

P.O. BOX 30597
BILLINGS, MT 59107
PHONE (406) 248-7464

P.O. BOX 1133
KALISPELL, MT 59901
PHONE (406) 755-6588

P.O. BOX 6300
SHERIDAN, WY 82801
PHONE (307) 672-6471

P.O. BOX 128
BOZEMAN, MT 59715
PHONE (406) 587-1283

CORPORATE OFFICES
P.O. BOX 1609
GREAT FALLS, MT 59403

SALE AMOUNT	34.33
SALES TAX	.00
TOTAL	34.33
PAYMENT RECEIVED	.00
BALANCE DUE	34.33

INVOICE OR PACKING SLIP

TOTAL

TOTAL

CHANGE ORDERORDER NO. Two (2)PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCYMONT A/E or DSL-AMRB 92E-01CONTRACT DATE: April 13, 1992OWNER: Montana Department of State Lands - Abandoned Mine Reclamation BureauCONTRACTOR: Montgomery Construction PO Box 815 Hilger, MT 59451

Change Orders must be accompanied by an itemized cost breakdown. You are hereby requested to comply with the following changes from the Contract Documents. (Show separate costs for materials, labor, equipment, and miscellaneous. Show percent where applicable.)

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL COST
		MAT'LS.	LABOR	EQUIP.	MISC.	TOTAL UNIT COST	
	Authorized changes thru 6/25/92						
1.	CLEVELAND ROAD SITE - Increased quantities					120.00	120.00
2.	BLACK COULEE SITE - Increased quantities - Seed and Fertilizer	696.41			19205.00		19205.00 696.41
3.	BLACK COULEE - W.D.C. #2, 3, 4 - Increased quantities - Concrete to plug boreholes - Signs, borehole covers, misc. - Labor-Signs & boreholes - Drill Bit	478.25 99.00	625.00		590.00	75.25	75.25 478.25 99.00 625.00 590.00
4.	BLACK COULEE - W.D.C. #5 - Increased quantities - Equipment Rental - Approved overtime - Crop damage - Mob/Demob		2050.20	47122.33	13300.00 551.25 3252.00		13300.00 47122.33 2050.20 551.25 3252.00
5.	Drilling and Blasting - W.D.C. #6 - Equipment Rental - Materials - Labor	3787.20	1350.00	4825.00			4825.00 3787.20 1350.00
TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.							\$98,126.89
OVERHEAD & PROFIT @ <u>included</u>							
GRAND TOTAL - THIS CHANGE ORDER							\$98,126.89

RECEIVED

JUL 24 1992

B. C. HANSON CO.

Original Contract Price

\$ 18,084.90

Current Contract Price Adjusted by Previous Change Order

\$ 46,070.07

Cost this Change Order (+ or -)

+ \$98,126.89

New Contract Price including this Change Order

\$162,281.86

The completion date as set forth in the Contract Documents shall be (~~unchanged~~, increased, decreased) by -0- calendar days.

The date for completion of all work will be June 30, 1992.

Description and Justification for Change:

SURETY CONSENT

The Surety hereby consents to the aforementioned Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as thereby modified or amended per this Change Order. The Principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bonds or Bonds is hereby increased by \$ 98,126.89 (100% of the Change Order amount) and the penalty of the applicable Labor and Material Bond or Bonds is hereby increased by \$ 98,126.89 (100% of the Change Order amount).

COUNTERSIGNED BY MONTANA
RESIDENT AGENT

SURETY

FBS Insurance Montana, Inc.

FBS Insurance Billings

Countersigned by:

Montana Resident Agent

Great American Insurance Company

By:

Sylvia Tilzey

Seal Attorney-in-fact

Recommended by:

Engineer

Date

Accepted by:

Contractor

Date

Approved by:

Owner

Date

SCHEDULE A

BLACK COULEE FIRE EMERGENCY RECLAMATION PROJECT
Materials in Storage

Montgomery Construction
PO Box 815
Hilger, MT 59451

1. 264# Seed - Treasure State Seed, Inc.
Invoice #3472
2. 700# Fertilizer - Farmer's Union Oil Co., Chinook, MT
Invoice #00339



TREASURE STATE SEED, INC.

IN 3472

P.O. BOX 698
FAIRFIELD, MONTANA 59438PHONE (406) 467-2557
DATE June 12 19 72

DISCLAIMER: In lieu of all other warranties, expressed or implied and liability for possible negligence, Treasure State Seed, Inc. warrants to the extent of the purchase price that the seeds or bulbs sold are as described by us on our container within recognized tolerances. Treasure State Seed, Inc. expressly disclaims any warranty of merchantability or of fitness for a particular purpose. Under all circumstances and regardless of whether the claim is based upon contract, negligence, mistake, omission or otherwise and regardless of the extent of the loss, liability is limited to the purchase price of the seeds. As a condition to such liability and regardless of the extent of the loss, liability is limited to the purchase price of the seeds. As a condition to such liability we must receive notice by Registered Mail within thirty days after any defect in the seed becomes apparent.

NAME Montgomery ConstructionADDRESS Box 750Hilger, MT. 59451

SHIP TO _____

CHARGE	CASH		ON ACCT.	CREDIT	CHECK #
☒					
QTY.	LOT #	DESCRIPTION	PRICE	AMOUNT	
		Black Coulee Coal Fire			
64#	CR22	Critana Thickspike	2.50	160.00	
60#	M-284	Slender WY.	1.25	75.00	
78#	DS-118	Western WY.	3.50	273.00	
62#	012- 89	Solar Streambank	1.25	108.50	
264#					
		Parcel Post		26.65	
		Thank You			
			TOTAL	616.50	

RECEIVED BY _____

White—Office, Pink—Customer, Yellow—Shipping

ALL ACCOUNTS PAYABLE IN FULL MONTHLY, A FINANCE CHARGE OF 1 1/4% Per Month, which is an ANNUAL
PERCENTAGE RATE OF 18%, will be charged on past due accounts.

FARMERS UNION OIL CO.

BOX 339 CHINOOK, MONTANA 59523
PHONE 357-2280 FERT. PLANT 857-2346
SHOP 357-2282 HARLEM PLANT 353-2490

INVOICE NUMBER

F-00339



CENEX
LAND O' LAKES



DATE 5-6-92 DEPARTMENT WHOLESALE

SOLD TO

Montgomery
601-877 Coast

CASH		CHARGE		CREDIT		CREDIT		PAID	
1	2	3	4	5	6	7	8	9	10

FIELD DESIGNATION OR NUMBER	DENSITY # PER CUBIC FT.	PLANT FOOD PER ACRE				NUMBER OF ACRES	POUNDS OF MATERIAL APPLIED PER ACRE
		POUNDS OF N	POUNDS OF P ₂ O ₅	POUNDS OF K ₂ O	POUNDS OF S		
QUANTITY CONTROL #		23	56	14			

DESCRIPTION	CODE	QUANTITY	UNIT PRICE	AMOUNT
11-52-0		488	231	53.92
46-0-0		108	170	19.18
0-0-62		104	155	8.06
DIR. MAW.				
Bagging		700	25.00	8.75
SPREADING	462			

SOLD BY	MERCHANDISE RECEIVED BY	PAYMENT RECEIVED BY	DATE PAID
PATRON		AGENT OF COMPANY	

ABOVE DEPOSIT MADE IN ACCORDANCE WITH BY-LAW PROVISIONS.

FILE COPY

0.00

WEISSMAN & SONS

INCORPORATED

REMIT PAYMENT TO
P.O. BOX 3385
GREAT FALLS, MT 59403

34.35 -
3.00 +
4.00 - 9401
18.00 +
25.00 +
13.08 -
1.59 +
29.00

2119

INVOICE TYPE INVOICE	INVOICE NO. C01-HW-272956-1
ORDER DATE 5/14/92	INVOICE DATE 5/14/92

SHIP TO

MONTGOMERY CONST
PO BOX 755

HILGER MT 59451

Signing

charges) of your charge account is subject to a monthly **FINANCE CHARGE** of 1-1/2% (minimum 50c) which is an **ANNUAL** it is not paid in full on or before 10th of month following closing date of your monthly statement. This **FINANCE CHARGE** may be our monthly statement in full on or before the 10th of the following month. Carl Weissman & Sons, Inc., upon compliance with the lien upon the property upon which labor is performed or material is furnished.

CUSTOMER NO.		PURCHASE ORDER NO.		SHIPPED VIA		KEY		NET		DATE	
01 96253				UPS		H7 11 11		NET 10TH PROX		1	
ORDERED	BO	SHIPPED	MFG	PART NUMBER		DESCRIPTION		PRICE		TOTAL	
5		5	KES	BT-200		WATCH FOR OUR MONTHLY SPECIALS					
WEIGHT				.0		CAUTION/CAUTION TAPE		6.41		32.05	
				.0		3" X 200'					
						LIST PRICE		8.90			
1		1	FRT	UPS		OUT		2.28		2.28	
WEIGHT				.0							
								LIST PRICE		.00	
PAYMENT: CUSTOMER CHARGE								0000		34.33	
Plastic Yellow Ribbon (CAUTION)											

Plastic Yellow
Ribbon
(CAUTION)

20% RESTOCKING CHARGE WILL BE ASSESSED ON RETURNED ITEMS WHICH MUST BE ACCOMPANIED BY THIS INVOICE. RETURN THIS INVOICE. WE DO NOT ITEMIZE AGAIN. CORES ARE SUBJECT TO INSPECTION BEFORE CREDIT.

RECEIPT OF THE ABOVE LABOR AND/OR MATERIALS, TOGETHER WITH A COPY OF THIS INVOICE ACKNOWLEDGED.

RECEIVED BY T WT

.0LB

TOTAL PARTS	TOTAL CORES	LABOR	FREIGHT	UNRECORDED	SALE AMOUNT	SALES TAX	TOTAL	PAYMENT RECEIVED	BALANCE DUE
32.05	.00	.00	2.28	.00	34.33	.00	34.33	.00	34.33

P.O. BOX 1609
GREAT FALLS, MT 59403
PHONE (406) 761-4848

P.O. BOX 30597
BILLINGS, MT 59107
PHONE (406) 248-7464

P.O. BOX 1133
KALISPELL, MT 59901
PHONE (406) 755-8588

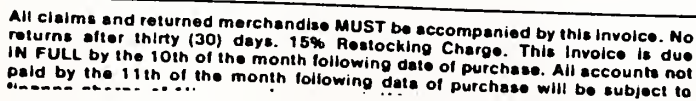
P.O. BOX 6306
SHERIDAN, WY 82801
PHONE (307) 672-6471

P.O. BOX 128
BOZEMAN, MT 59715
PHONE (406) 587-1283

CORPORATE OFFICES
P.O. BOX 1609
GREAT FALLS, MT 59403

INVOICE OR PACKING SLIP

DELIVER TO JOB NO.						
Quantity	Cash	Charge	Description	Feet	Price	Amount
1			Bdl stakes			4 -
			Signed		SUB TOTAL	



SERVICE

PAULSON'S HARDWARE

TELEVISIONS & APPLIANCES
SPORTING GOODS

DIAL 357-3350

CHINOOK, MONTANA 59523

CUSTOMER'S ORDER NO					DATE 5-14-92				
NAME									
ADDRESS									
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MD RET.	PAID OUT			
QUAN	DESCRIPTION				PRICE	AMOUNT			
1	TAPR					159			
	Thank You				Tax				
					Total	159			
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL									
RECEIVED BY									
K	80593								

ST-AP-46

ODT BUSINESS FORMS INC • MINNETONKA MN 55345

C + C
Chennai Int

Date 5-14 195

M. Chad

Address

Reg No.	Clerk	Account Forward	
1			
2			
3	<i>no trespass</i>		
4	<i>Sign</i>		<i>1302</i>
6			
6			
7	<i>Part</i>		
8			
9			
10			
11			
12			
13			
14			
15			

Your Account Stated to Date - If Error Is Found Return at Once
STYLE J2A



P.O. Box 401 — Phone 357-3259
Chinook, Montana 59523

☐ Cash ☒ Charge

Nº 4921

**SOLD TO
DELIVER
TO**

DATE May 26 1992

MAILING ADDRESS

TRUCK NO.

-CUST. ORDER NO

CUBIC YARDS		MIX OR STRENGTH	SLUMP	GRAVEL MAX SIZE	UNIT PRICE		AMOUNT
					FOB PLANT	FOB SITE	
2 1/2		5		3/4	65.00		162.00

TRUCK TIME CHARGE _____ HR. _____ MIN. \$ _____ PER HOUR

REMARKS:
WATER

GALS. ADDED

TOTAL

CHARGES, ADDED TOTAL 187

In the event of delivery beyond curb line, this company will not assume liability for damage to sidewalk, driveway or other property.

This concrete is designed according to customer's specifications. Any alteration on the job relieves producer of responsibility for designed strength.

The purchaser shall in no event accept deliveries of materials not in accordance with the agreement of the parties; otherwise receipt of such materials and the signature of consignee or the consignee's agent shall preclude any and all claims of whatsoever nature cause to himself or his property during the process of delivery or placing of said materials by BLAINE READY MIX, INC.

TERMS: NET 10th DAY OF MONTH FOLLOWING STATEMENT. A 1 1/2 % per month service charge (\$1.00 per month minimum) will be made on past due accounts.

No cancellation accepted after concrete has been loaded in carrier's trucks at our plant.

NO DELIVERIES UNDER \$40.00 — UNLOADING: TEN MINUTES PER CUBIC YARD OF LOAD CONTENT

OVERTIME CHARGED AT A RATE OF \$40.00 PER HOUR

ARRIVE JOB

LENO POUR

ARR. PLANT

START POUR

LEAVE JOB

LV. PLANT

**SIGN HERE
PLEASE**

TOTAL MILES



BLAINE READY MIX, Inc.

P.O. Box 401 — Phone 357-3259
Chinook, Montana 59523

Nº 4925

☐ Cash ☒ Charge

DATE May 26 1992

SOLD TO
DELIVER
TO

MAILING
ADDRESS

TRUCK NO.

CUST. ORDER NO.

CUBIC YARDS	MIX OR STRENGTH	SLUMP	GRAVEL MAX SIZE	UNIT PRICE		AMOUNT
				FOB PLANT	FOB SITE	
1	5		3/4	65.00		65.00

TRUCK TIME CHARGE _____ HR. _____ MIN. \$ _____ PER HOUR

10 Mileage @ 2.50 25.00
REMARKS: WATER _____ GALS. ADDED TOTAL → 90.00

In the event of delivery beyond curb line, this company will not assume liability for damage to sidewalk, driveway or other property.

This concrete is designed according to customer's specifications. Any alteration on the job relieves producer of responsibility for designed strength.

The purchaser shall in no event accept deliveries of materials not in accordance with the agreement of the parties; otherwise receipt of such materials and the signature of consignee or the consignee's agent shall preclude any and all claims of whatsoever nature cause to himself or his property during the process of delivery or placing of said materials by BLAINE READY MIX, Inc.

TERMS: NET 10th DAY OF MONTH FOLLOWING STATEMENT 1 1/2 % per month service charge (\$1.00 per month minimum) will be made on past due accounts.

No cancellation accepted after concrete has been loaded in carrier's trucks at our plant.

NO DELIVERIES UNDER \$40.00 — UNLOADING: TEN MINUTES PER CUBIC YARD OF LOAD CONTENT
OVERTIME CHARGED AT A RATE OF \$40.00 PER HOUR

ARRIVE JOB _____ END POUR _____ ARR. PLANT _____

START POUR _____ LEAVE JOB _____ LV. PLANT _____

SIGN HERE
PLEASE

Dalton Butler

TOTAL MILES



BLAINE READY MIX, INC.

P.O. Box 401 — Phone 357-3259
Chinook, Montana 59523

Nº 4936

☐ Cash ☒ Charge

DATE May 28 1972

SOLD TO
DELIVER
TO

MAILING
ADDRESS

Montgomery Construction

TRUCK NO. _____

CUST. ORDER NO. _____

CUBIC YARDS	MIX OR STRENGTH	SLUMP	GRAVEL MAX SIZE	UNIT PRICE		AMOUNT
				FOB PLANT	FOB SITE	
<u>234</u>	<u>5</u>		<u>3/4</u>	<u>65.00</u>		<u>178.75</u>

TRUCK TIME CHARGE _____ HR. _____ MIN. \$ _____ PER HOUR

8 3/4

9 Mileage @ 25¢ 22.50

REMARKS:
WATER _____

GALS. ADDED _____

TOTAL ➡

201.25

In the event of delivery beyond curb line, this company will not assume liability for damage to sidewalk, driveway or other property.

This concrete is designed according to customer's specifications. Any alteration on the job relieves producer of responsibility for designed strength.

The purchaser shall in no event accept deliveries of materials not in accordance with the agreement of the parties; otherwise receipt of such materials and the signature of consignee or the consignee's agent shall preclude any and all claims of whatsoever nature cause to himself or his property during the process of delivery or placing of said materials by BLAINE READY MIX, Inc.

TERMS: NET 10th DAY OF MONTH FOLLOWING STATEMENT. A 1 1/2 % per month service charge (\$1.00 per month minimum) will be made on past due accounts.

No cancellation accepted after concrete has been loaded in carrier's trucks at our plant.

NO DELIVERIES UNDER \$40.00 — UNLOADING: TEN MINUTES PER CUBIC YARD OF LOAD CONTENT
OVERTIME CHARGED AT A RATE OF \$40.00 PER HOUR

ARRIVE JOB _____ END POUR _____ ARR. PLANT _____

START POUR _____ LEAVE JOB _____ LV. PLANT _____

SIGN HERE
PLEASE

Delmar Buller

TOTAL MILES _____



Bear Paw Explosive and Drilling

Cliff and Allen Gruszle
Rt. 70 Box 61 — Chinook, MT 59523
Phone (406) 357-3442

№ 260

6-6 1992

Montgomery Construction

DATE	INVOICE NO/DESCRIPTION	CHARGE	CREDIT	BALANCE
PREVIOUS BALANCE BROUGHT FORWARD				
6-2	Pick up powder at Chinook & took to lunker.			
6-3	Take powder out of lunker and hauled to Mueller place. Also loaded 228 holes			
	39 total man time @ \$25.00/hr.			975.00
	Truck Rent 3 vehicles @ \$100.00			300.00
	220 miles driven on 2 vehicles @ 1.00/mi.			220.00
	Western States Energy			3347.20
TOTAL				4842.20

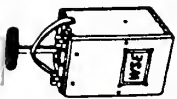
TERMS: NET 10TH DAY OF MONTH FOLLOWING STATEMENT. A 1 1/2% per month service charge (\$1.00 per month minimum) will be made on past due accounts. This charge is a late payment charge. We do not solicit nor enter into deferred payment accounts. The charge is made to compensate for additional costs incurred in billing, postage, etc. Prompt payment will save these additional expenses for both of us. IN THE EVENT OF DEFAULT IN ACCOUNT PAYMENT, THE UNDERSIGNED SHALL BE LIABLE FOR ALL REASONABLE EXPENSES INCURRED BY COMPANY AS RESULT THEREOF, INCLUDING REASONABLE ATTORNEY FEES INCURRED, WITH OR WITHOUT SUIT.

PLEASE PAY THIS AMOUNT

\$4842.20

IN CASE OF EMERGENCY NOTIFY
CHEM TREC 800-424-9300.

H.E. MAG. _____
CAP. MAG. _____
KEY _____
☐ _____



**98 North 1200 East
Lehi, Utah 84043
1-801-768-4434**

SHIPPERS SIGNATURE E. J. [Signature] MILEAGE 1

SOLD TO
J. C. ...
... ..
... ..

TO: H. I. P. O. BOX 100, ST. LOUIS, MO 63103

SHIP DATE 00010000
PAGE 00000000

DATE # 9107-0032630-00146

[illegible]

merchandise shall apply to this material. Any
 * manufacture as to the use or application of this
 opinion only and is not warranty of the results

WE CER
RECEIVED BY
DRIVER
DATE
DELIVERED
TRAILER NO.
RETURNED
TRAILER NO.
VEHICLE NO.
CARRIER *W. S. S. S.*

ATTACHMENT 3

PAYMENT REQUESTS

127 So.
RECEIVED

PAYMENT REQUEST NO. ONE

JUN 22 1992

FROM April 16, 1992 TO May 29, 1992

L. C. HANSON CO.

PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCY PROJECT

LOCATION: ^{Blaine}Daniels County, MT

DSL-AMRB: 92E-01

NAME OF CONTRACTOR: MONTGOMERY CONSTRUCTION

ADDRESS: PO Box 815 Hilger, MT 59451

SUMMARY OF PROJECT STATUS

Amount of Original Contract \$ 18,084.90
Change Order No. 1 \$ 46,070.07
Change Order No. \$
Change Order No. \$
Amount of ESTIMATED EXTRAS (Work Directive Changes) \$ 81,180.00
TOTAL CONTRACT AMOUNT \$ 99,264.90

Pay Request No.	Amount of Request
1	\$57,739.47

Total Contract Amount Completed to Date \$ 64,154.97
Less Retainage (10%) \$ 6,415.50
TOTAL AMOUNT EARNED TO DATE \$ 57,739.47
Less Previous Payments \$ 0.00
AMOUNT DUE THIS PAYMENT \$ 57,739.47
Less 1% Tax \$ 577.39
TOTAL DUE CONTRACTOR \$ 57,162.08

I certify that this claim is correct and just in all respects
and that payment or credit has not been received.

APPROVED BY:

Montgomery Construction

Contractor

By [Signature]
Date 6-10-92

RECOMMENDED BY:

L.C. Hanson Company

Engineer

By [Signature]
Date 6/12/92

DSL - AMRB

Owner

By [Signature] 6/16/92
Date June -16, 1992

L.C.Hanson Co.

PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCH.1 - CLEVELAND ROAD SITE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0	L.S.	1000.00		1.0	1.0	\$1,000.00	\$1,000.00
2	Salvage & Replace Cover Soil	50.0	C.Y.	3.00		81.0	81.0	243.00	243.00
3	Excavation & Embankment	140.0	C.Y.	2.00		428.0	428.0	856.00	856.00
4	Provide Water	3.5	MGAL	40.00		3.5	3.5	140.00	140.00
5	Farm Fence, F-3M	470.0	L.F.	1.00		890.0	890.0	890.00	890.00
6	Double Panel	10.0	EACH	200.00		9.0	9.0	1800.00	1800.00
7	Single Panel	2.0	EACH	100.00		4.0	4.0	400.00	400.00
8	F-3 Farm Fence Gate	1.0	EACH	75.00		2.0	2.0	150.00	150.00
9	Fertilizer	3.0	LBS.	5.00					
10	Seed	13.9	LBS.	31.00					
11	Vegetative Mulch	375.0	LBS.	0.25					
	Materials on Site(Attach Schedule)								
	TOTAL							\$5,479.00	\$5,479.00

Rev. 10/90

PAY REQUEST NO. 1

L.C.Hanson Co.

Page 3 of 7

PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCH.II - HAUGEN SITE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0	L.S.	1000.00		1.0	1.0	\$1,000.00	\$1,000.00
2	Salvage & Replace Cover								
	Soil	120.0	C.Y.	3.00		374.0	374.0	1122.00	1122.00
3	Excavation & Embankment	335.0	C.Y.	3.00		1978.0	1978.0	5934.00	5934.00
4	Provide Water	8.4	MGAL	40.00		22.5	22.5	900.00	900.00
5	Farm Fence, F-3M	575.0	L.F.	1.00		1463.0	1463.0	1463.00	1463.00
6	Double Panel	8.0	EACH	200.00		9.0	9.0	1800.00	1800.00
7	Single Panel	4.0	EACH	100.00		10.0	10.0	1000.00	1000.00
8	F-3 Farm Fence Gate	1.0	EACH	75.00		2.0	2.0	150.00	150.00
9	Fertilizer	23.1	LBS.	5.00					
10	Seed	5.0	LBS.	31.00					
11	Vegetative Mulch	625.0	LBS.	0.25					
	Materials on Site(Attach Schedule)								
TOTAL								\$13,369.00	\$13,369.00

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCH.III - BLACK COULEE SITE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0	L.S.	1000.00		1.0	1.0	\$1,000.00	\$1,000.00
2	Salvage & Replace Cover								
	Soil	135.0	C.Y.	3.00		377.0	377.0	1131.00	1131.00
3	Close Mine Openings								
	a. Adit Seal	1.0	EACH	1000.00		1.0	1.0	1000.00	1000.00
4	Excavation & Embankment	335.0	C.Y.	3.00		5544.0	5544.0	16632.00	16632.00
5	Provide Water	8.4	MGAL	40.00		39.5	39.5	1580.00	1580.00
6	Farm Fence, F-3M	690.0	L.F.	1.00					
7	Double Panel	10.0	EACH	200.00					
8	Single Panel	6.0	EACH	100.00					
9	F-3 Farm Fence Gate	1.0	EACH	75.00					
10	Fertilizer	18.5	LBS.	5.00					
11	Seed	4.0	LBS.	31.00					
12	Vegetative Mulch	500.0	LBS.	0.25					
	Materials on Site(Attach Schedule)								
	TOTAL							\$21,343.00	\$21,343.00

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCHEDULE IV - WINDMILL SITE W.D.C. # ONE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed To Date	Amount Due This Payment
1	Salvage & Replace Cover	50.0	C.Y.	3.00		50.0	50.0	150.00	150.00
	Soil								
2	Excavation & Embankment	543.0	C.Y.	3.00		543.0	543.0	1629.00	1629.00
3	Provide Water	1.0	MGAL	40.00		1.0	1.0	40.00	40.00
5	Farm Fence, F-3M	528.0	L.F.	1.00		528.0	528.0	528.00	528.00
6	Double Panel	6.0	EACH	200.00		6.0	6.0	1200.00	1200.00
7	Single Panel	2.0	EACH	100.00		2.0	2.0	200.00	200.00
8	F-3 Farm Fence Gate	1.0	EACH	75.00		1.0	1.0	75.00	75.00
9	Fertilizer		LBS.						
10	Seed		LBS.						
11	Vegetative Mulch		LBS.						
12									
	Materials on Site(Attach Schedule)								
	TOTAL							\$3,822.00	\$3,822.00

PAY REQUEST NO. 1

L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT

MONT. AMRB 92E-01 SCHEDULE V - BLACK COULEE SITE-W.D.C.# 2,3 & 4

ITEMIZATION OF QUANTITIES AND COSTS

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
	WORK DIRECTIVES # 2 & 3							
	EQUIPMENT RENTAL:							
	D7E - CAT 1969		75.14		13.5	13.5	\$1,014.39	\$1,014.39
	D8H CAT DOZER 1974		95.49		6.0	6.0	572.94	572.94
	J.D. BACKHOE 690 1970		65.14		26.0	26.0	1693.64	1693.64
	CAT LOADER 966 1968		75.25		26.0	26.0	1956.50	1956.50
	INTERN. D. TRUCK 1964		62.92		12.0	12.0	755.04	755.04
	WORK DIRECTIVE # 4							
	EQUIPMENT RENTAL:							
	DRILL RIG - IH 1967		105.00		40.0	40.0	4200.00	4200.00
	SIGNS	1 L.S.						
	BOREHOLE COVERS							
	8 3/4" DRILL BIT	1 EACH	250.00		1.0	1.0	250.00	250.00
	Materials on Site(Attach Schedule)							
	TOTAL						\$10,442.51	\$10,442.51

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT

MONT. AMRB 92E-01 SCHEDULE V - BLACK COULEE SITE-W.D.C.# 5

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
	WORK DIRECTIVES # 5							
	EQUIPMENT RENTAL:							
	D9 CAT - 1974		104.45		5.0	5.0	\$522.25	\$522.25
	D8 CAT - 1974		95.49		29.5	29.5	\$2,816.96	\$2,816.96
	966 CAT LOADER 1968		75.25		1.0	1.0	\$75.25	\$75.25
	S-24 TEREX SCRAPER 1978		104.75		60.0	60.0	\$6,285.00	\$6,285.00
	Materials on Site(Attach Schedule)							
TOTAL							\$9,699.46	\$9,699.46

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PAYMENT REQUEST NO. TWO (FINAL)

FROM May 30, 1992 TO June 25, 1992

PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCY PROJECT

LOCATION: Blaine County, MT

DSL-AMRB: 92E-01

NAME OF CONTRACTOR: MONTGOMERY CONSTRUCTION

ADDRESS: PO Box 815 Hilger, MT 59451

SUMMARY OF PROJECT STATUS

Amount of Original Contract \$ 18,084.90
 Change Order No. 1 \$ 46,070.07
 Change Order No. 2 \$ 98,126.89
 Change Order No. \$
 Amount of ESTIMATED EXTRAS (Work Directive Changes) \$ 81,180.00
 TOTAL CONTRACT AMOUNT \$ 162,281.86

Pay Request No.	Amount of Request
<u>1</u>	<u>\$ 57,739.47</u>
<u>2</u>	<u>\$104,542.39</u>

Total Contract Amount Completed to Date \$ 162,281.86
 Less Retainage (0 %) \$ -0-
 TOTAL AMOUNT EARNED TO DATE \$ 162,281.86
 Less Previous Payments \$ 57,739.47
 AMOUNT DUE THIS PAYMENT \$ 104,542.39
 Less 1% Tax \$ 1,045.42
 TOTAL DUE CONTRACTOR \$ 103,496.97

I certify that this claim is correct and just in all respects and that payment or credit has not been received.

APPROVED BY: ok JC @ 7/21/92

Montgomery Construction

DSL - AMRB

Contractor

Owner

By [Signature]

By [Signature]

Date July 15 - 92

Date 7-21-92

RECOMMENDED BY:

L.C. Hanson Company

RECEIVED

Engineer

By [Signature]

JUL 24 1992

Date 7/20/92

PAY REQUEST NO. 2

L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT

MONT. AMRB 92E-01

SCH.I - CLEVELAND ROAD SITE

ITEMIZATION OF QUANTITIES AND COSTS

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0 L.S.	1000.00	1.0	0.0	1.0	\$1,000.00	\$0.00
2	Salvage & Replace Cover	50.0 C.Y.	3.00	81.0	0.0	81.0	243.00	0.00
	Soil			0.0	0.0	0.0	0.00	0.00
3	Excavation & Embankment	140.0 C.Y.	2.00	428.0	0.0	428.0	856.00	0.00
4	Provide Water	3.5 MGAL	40.00	3.5	3.0	6.5	260.00	120.00
5	Farm Fence, F-3M	470.0 L.F.	1.00	890.0	0.0	890.0	890.00	0.00
6	Double Panel	10.0 EACH	200.00	9.0	0.0	9.0	1800.00	0.00
7	Single Panel	2.0 EACH	100.00	4.0	0.0	4.0	400.00	0.00
8	F-3 Farm Fence Gate	1.0 EACH	75.00	2.0	0.0	2.0	150.00	0.00
9	Fertilizer	3.0 LBS.	5.00	0.0	0.0	0.0	0.00	0.00
10	Seed	13.9 LBS.	31.00	0.0	0.0	0.0	0.00	0.00
11	Vegetative Mulch	375.0 LBS.	0.25	0.0	0.0	0.0	0.00	0.00
	Materials on Site(Attach Schedule)						\$0.00	\$0.00
	TOTAL						\$5,599.00	\$120.00

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L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCH.II - HAUGEN SITE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0	L.S.	1000.00	1.0	0.0	1.0	\$1,000.00	\$0.00
2	Salvage & Replace Cover								
	Soil	120.0	C.Y.	3.00	374.0	0.0	374.0	1122.00	0.00
3	Excavation & Embankment	335.0	C.Y.	3.00	1978.0	0.0	1978.0	5934.00	0.00
4	Provide Water	8.4	MGAL	40.00	22.5	0.0	22.5	900.00	0.00
5	Farm Fence, F-3M	575.0	L.F.	1.00	1463.0	0.0	1463.0	1463.00	0.00
6	Double Panel	8.0	EACH	200.00	9.0	0.0	9.0	1800.00	0.00
7	Single Panel	4.0	EACH	100.00	10.0	0.0	10.0	1000.00	0.00
8	F-3 Farm Fence Gate	1.0	EACH	75.00	2.0	0.0	2.0	150.00	0.00
9	Fertilizer	23.1	LBS.	5.00	0.0	0.0	0.0	0.00	0.00
10	Seed	5.0	LBS.	31.00	0.0	0.0	0.0	0.00	0.00
11	Vegetative Mulch	625.0	LBS.	0.25	0.0	0.0	0.0	0.00	0.00
	Materials on Site(Attach Schedule)							\$0.00	\$0.00
TOTAL								\$13,369.00	\$0.00

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PAY REQUEST NO. 2

L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCH.III - BLACK COULEE SITE			
ITEMIZATION OF QUANTITIES AND COSTS									
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
1	Mobilization	1.0	L.S.	1000.00	1.0	0.0	1.0	1000.00	0.00
2	Salvage & Replace Cover								
	Soil	135.0	C.Y.	3.00	377.0	0.0	377.0	1131.00	0.00
3	Close Mine Openings								
	a. Adit Seal	1.0	EACH	1000.00	1.0	0.0	1.0	1000.00	0.00
4	Excavation & Embankment	335.0	C.Y.	3.00	5544.0	19.0	5563.0	16689.00	57.00
5	Provide Water	8.4	MGAL	40.00	39.5	293.0	332.5	13300.00	11720.00
6	Farm Fence, F-3M	690.0	L.F.	1.00	0.0	1913.0	1913.0	1913.00	1913.00
7	Double Panel	10.0	EACH	200.00	0.0	6.0	6.0	1200.00	1200.00
8	Single Panel	6.0	EACH	100.00	0.0	8.0	8.0	800.00	800.00
9	F-3 Farm Fence Gate	1.0	EACH	75.00	0.0	1.0	1.0	75.00	75.00
10	Fertilizer	18.5	LBS.	5.00	0.0	0.0	0.0	0.00	0.00
11	Seed	4.0	LBS.	31.00	0.0	0.0	0.0	0.00	0.00
12	Vegetative Mulch	500.0	LBS.	0.25	0.0	13760.0	13760.0	3440.00	3440.00
	Materials in Storage								
	264# Seed		L.S.			616.5	616.5	616.50	616.50
	700# Fertilizer		L.S.			\$79.91	79.9	\$79.91	79.91
TOTAL								\$41,244.41	\$19,901.41

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L.C. Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT				MONT. AMRB 92E-01		SCHEDULE IV - WINDMILL SITE W.D.C. # ONE			
ITEMIZATION OF QUANTITIES AND COSTS							(ADDED SITE)		
Item No.	Description	Contract Quantity		Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed To Date	Amount Due This Payment
1	Salvage & Replace Cover	50.0	C.Y.	3.00	50.0	0.0	50.0	150.00	0.00
	Soil								
2	Excavation & Embankment	543.0	C.Y.	3.00	543.0	0.0	543.0	1629.00	0.00
3	Provide Water	1.0	MGAL	40.00	1.0	0.0	1.0	40.00	0.00
5	Farm Fence, F-3M	528.0	L.F.	1.00	528.0	0.0	528.0	528.00	0.00
6	Double Panel	6.0	EACH	200.00	6.0	0.0	6.0	1200.00	0.00
7	Single Panel	2.0	EACH	100.00	2.0	0.0	2.0	200.00	0.00
8	F-3 Farm Fence Gate	1.0	EACH	75.00	1.0	0.0	1.0	75.00	0.00
9	Fertilizer	0.0	LBS.	N.B.	0.0	0.0	0.0	0.00	0.00
10	Seed	0.0	LBS.	N.B.	0.0	0.0	0.0	0.00	0.00
11	Vegetative Mulch	0.0	LBS.	N.B.	0.0	0.0	0.0	0.00	0.00
12									
	TOTAL							\$3,822.00	\$0.00

N.B. - NOT BID

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L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT

MONT. AMRB 92E-01 SCHEDULE V - BLACK COULEE SITE-W.D.C.# 2,3 & 4

ITEMIZATION OF QUANTITIES AND COSTS

(EQUIPMENT RENTAL)

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
	WORK DIRECTIVES # 2 & 3							
	EQUIPMENT RENTAL:							
	D7E - CAT 1969	HRS	75.14	13.5	0.0	13.5	\$1,014.39	\$0.00
	D8H CAT DOZER 1974	HRS	95.49	6.0	0.0	6.0	572.94	0.00
	J.D. BACKHOE 690 1970	HRS	65.14	26.0	0.0	26.0	1693.64	0.00
	CAT LOADER 966 1968	HRS	75.25	26.0	0.0	26.0	1956.50	0.00
	INTERN. D. TRUCK 1964	HRS	62.92	12.0	0.0	12.0	755.04	0.00
	WORK DIRECTIVE # 4		0.00	0.0	0.0	0.0	0.00	0.00
	EQUIPMENT RENTAL:		0.00	0.0	0.0	0.0	0.00	0.00
	DRILL RIG - IH 1967	HRS	105.00	40.0	0.0	40.0	4200.00	0.00
	CAT LOADER 966 1968	HRS	75.25		1.0	1.0	75.25	75.25
	MATERIALS:		0.00	0.0	0.0	0.0	0.00	0.00
	SIGNS/COVERS/MISC.	1 L.S.	99.00	0.0	1.0	1.0	99.00	99.00
	8 3/4" DRILL BIT	1 EACH	250.00	1.0	0.0	1.0	250.00	0.00
	6 3/4" ROCK BIT	1 EACH	590.00	0.0	1.0	1.0	590.00	590.00
	BOREHOLE PLUG.(CONCRETE)	C.Y.	76.52		6.25	6.25	478.25	478.25
	LABOR:							
	SIGN ERECTION 5/14/92	HRS	25.00		8.0	8.0	200.00	200.00
	BOREHOLE FILLING 5/26/92	HRS	25.00		17.0	17.0	425.00	425.00
	TOTAL						\$11,885.01	\$1,867.50

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L.C.Hanson Co.

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PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT		MONT. AMRB 92E-01 SCHEDULE V - BLACK COULEE SITE-W.D.C.# 5						
ITEMIZATION OF QUANTITIES AND COSTS					(INCREASED EXCAVATION)			
Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due This Payment
	WORK DIRECTIVES # 5							
	EQUIPMENT RENTAL:							
	D9 CAT - 1974	HRS	104.45	5.0	124.0	129.0	\$13,474.05	\$12,951.80
	D8 CAT - 1974	HRS	95.49	29.5	127.0	156.5	\$14,944.19	\$12,127.23
	S-24 TEREX SCRAPER	HRS	104.75	60.0	198.0	258.0	\$27,025.50	\$20,740.50
	1978							
	JD BACKHOE 1970	HRS	65.14	0.0	20.0	20.0	\$1,302.80	\$1,302.80
	INCREASED QUANTITIES:							
	PROVIDE WATER:		40.00		332.5	332.5	\$13,300.00	\$13,300.00
	MOBILIZATION:							
	1 - TEREX SCRAPER	MI.	5.00	0.0	126.0	126.0	630.00	630.00
	1 - TEREX SCRAPER	HRS	9.76	0.0	37.5	37.5	366.00	366.00
	1 - D9 CAT	MI.	5.00	0.0	126.0	126.0	630.00	630.00
	DEMOBILIZATION:	0.0	0	0.00	0.0	0.0	0.00	0.00
	1 - TEREX SCRAPER	MI.	5.00	0.0	126.0	126.0	630.00	630.00
	1 - TEREX SCRAPER	HRS	9.76	0.0	37.5	37.5	366.00	366.00
	1 - D9 CAT	MI.	5.00	0.0	126.0	126.0	630.00	630.00
	LABOR:							
	APPVED O.T. 6/3-6/7/92	HRS	10.20	0.0	201.0	201.0	2050.20	2050.20
	MISCELLANEOUS:							
	CROP DAMAGE	AC.	225.00	0.0	2.45	2.5	551.25	551.25
	(STOCKPILE AREA)							
	TOTAL						\$75,899.99	\$66,275.78

L.C. Hanson Co.

!PROJECT: BLACK COULEE COAL FIRE EMERG.PROJECT

MONT. AMRB 92E-01 SCHEDULE V - BLACK COULEE SITE-W.D.C.# 6

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MONTGOMERY
CONSTRUCTIONJOHN MONTGOMERY
GENERAL CONTRACTOR
HEAVY EQUIPMENT**RECEIVED**

JUL 20 1992

Box 815 • Hilger, Montana 59451 • (406) 536-9811

L.C. HANSON CO.LANDOWNER RELEASE

This receipt of final payment in the amount of \$ 551.25 from Montgomery Construction for damages incurred on 2.45 acres; the undersigned does hereby release Montgomery Construction, L. C. Hanson Company, and the Department of State Lands from any and all obligations whatsoever arising from said damages.

Date

7-17-92
Landowner's Signature

ANALYSIS OF CONSULTANT COSTS INCURRED
 FOR THE MONTANA DEPARTMENT OF STATE LANDS
 ABANDONED MINE RECLAMATION BUREAU
 AMR PROJECT NUMBER: MONTANA A/E 92E-01
 BLACK COULEE COAL FIRE EMERGENCY

LCH PROJECT NUMBER: 911020
 DATE OF PREPARATION JULY 21, 1992

ENGINEERING SERVICE	AMOUNT

DESIGN ENGINEERING:	
* Date Gathering, Site Evaluation,	\$5,175.23
Preliminary Engineering, Final	
Engineering, Bidding Documents	-----
SUBTOTAL DESIGN ENGINEERING COST:	\$5,175.23

CONSTRUCTION ENGINEERING AND	
PROJECT ADMINISTRATION COST:	
* Construction Administration,	
Construction Inspection,	
Final Report Preparation	\$42,746.74

SUBTOTAL CONSTRUCTION ENGINEERING COST:	\$42,746.74

PROJECT ENGINEERING COST:	\$47,921.97
	=====
CONSTRUCTION COST:	\$162,281.86
	=====

TO CALCULATE PERCENTAGE ENGINEERING FEES TO CONSTRUCTION COST:

DESIGN ENGINEERING/CONSTRUCTION COST	3.1890%
CONSTRUCTION ENGINEERING/CONSTRUCTION COST	26.3410%
TOTAL ENGINEERING COST/CONSTRUCTION COST	29.5301%

ATTACHMENT 4

ANALYSIS OF CONSULTANT COSTS INCURRED

ATTACHMENT 5

PHOTOGRAPHS/SLIDES

BLACK COULEE COAL FIRE
EMERGENCY RECLAMATION PROJECT
Daniels County, MT
AMRB 92E-01

1. 3/92 CLEVELAND ROAD
Coal fire in ground surface.
2. 3/92 CLEVELAND ROAD
Coal fire in ground surface adjacent to creek bottom.
3. 3/92 CLEVELAND ROAD
Potential disposal pit site.
4. 3/92 CLEVELAND ROAD
Exposed coal seam.
5. 3/92 CLEVELAND ROAD
Highway.
6. 3/92 CLEVELAND ROAD
Burning coal seam in bank (east of first site).
7. 3/92 HAUGEN SITE
Burning coal seams, left & right of opening.
8. 3/92 HAUGEN SITE
Burning coal seams, left & right of opening.
9. 3/92 HAUGEN SITE
Potential disposal pit site.
10. 3/92 HAUGEN SITE
Potential disposal pit site.
11. 3/92 HAUGEN SITE
Potential disposal pit site.
12. 3/92 HAUGEN SITE
Burned buildings, dispose of debris.
13. 3/92 HAUGEN SITE
Burned mobile home, dispose of debris.
14. 3/92 HAUGEN SITE
Burned vehicles, dispose of debris.
15. 3/92 BLACK COULEE SITE
Open inclined adit.

16. 3/92 BLACK COULEE SITE
Above adit, tracks leading from adit.
17. 3/92 BLACK COULEE SITE
Potential disposal pit site.
18. 3/92 BLACK COULEE SITE
Burning coal seams under ledge.
19. 3/92 BLACK COULEE SITE
Burning coal seams under ledge.
20. 3/92 BLACK COULEE SITE
Burning coal seams under ledge.
21. 4/92 CLEVELAND ROAD
Coal fire in bank.
22. 4/92 CLEVELAND ROAD
Opening burning coal seam.
23. 4/92 CLEVELAND ROAD
Excavating disposal pit.
24. 4/92 CLEVELAND ROAD
Excavating burning coal seam.
25. 4/92 CLEVELAND ROAD
Dumping burning materials in disposal pit.
26. 4/92 CLEVELAND ROAD
Working burning material in pit.
27. 4/92 CLEVELAND ROAD
Applying water to burning materials.
28. 4/92 CLEVELAND ROAD
Excavating burning coal seam.
29. 4/92 CLEVELAND ROAD
Working in disposal pit.
30. 4/92 CLEVELAND ROAD
Covering disposal pit.
31. 4/92 CLEVELAND ROAD
Replacing cover soil on pit.
32. 4/92 CLEVELAND ROAD
Backfilling excavated fire area.

33. 4/92 CLEVELAND ROAD
Applying water to burning materials at second fire.
34. 4/92 CLEVELAND ROAD
Applying water to burning materials at second fire.
35. 4/92 CLEVELAND ROAD
Excavating burning materials at second site.
36. 4/92 CLEVELAND ROAD
Burning materials.
37. 4/92 CLEVELAND ROAD
Excavating burning materials.
38. 4/92 CLEVELAND ROAD
Backfilling excavated fire area.
39. 4/92 HAUGEN
Stripping topsoil in disposal pit.
40. 4/92 HAUGEN
Disposing of debris.
41. 4/92 HAUGEN
Temporary culvert and access to fires.
42. 4/92 HAUGEN
Excavating burning materials.
43. 4/92 HAUGEN
Access road.
44. 4/92 HAUGEN
Disposing of burning materials in pit.
45. 4/92 HAUGEN
Burning coal seam exposed.
46. 4/92 BLACK COULEE
New fire area in coulee bank.
47. 4/92 HAUGEN
Hauling burning materials to pit.
48. 4/92 HAUGEN
Applying water to burning materials.
49. 4/92 HAUGEN
Excavating burning materials.

50. 4/92	HAUGEN Excavated coal seam.
51. 4/92	HAUGEN Excavated coal seam.
52. 4/92	HAUGEN Applying water to burning materials.
53. 4/92	HAUGEN Backfilling subsidence hole.
54. 4/92	HAUGEN Cutting into burning coal seam.
55. 4/92	HAUGEN Cutting into burning coal seam.
56. 4/92	HAUGEN Cutting into burning coal seam.
57. 4/92	HAUGEN Cutting into burning coal seam.
58. 4/92	HAUGEN Working in cut area.
59. 4/92	HAUGEN Working in cut area.
60. 4/92	HAUGEN Working in cut area.
61. 4/92	HAUGEN Working in cut area.
62. 4/92	HAUGEN Working in cut area.
63. 4/92	HAUGEN Working in cut area.
64. 4/92	HAUGEN Face of excavation.
65. 4/92	HAUGEN Working in cut.
66. 4/92	HAUGEN Dressing cut area.
67. 4/92	BLACK COULEE Dressing cut area.

68. 4/92 BLACK COULEE
Filling subsidences.
69. 4/92 BLACK COULEE
Filling subsidences.
70. 4/92 BLACK COULEE
Filling subsidences.
71. 4/92 BLACK COULEE
Filling subsidences.
72. 4/92 BLACK COULEE
Filling subsidences.
73. 4/92 BLACK COULEE
Excavation in burn area.
74. 4/92 BLACK COULEE
Excavation in burn area.
75. 4/92 BLACK COULEE
Pit area.
76. 4/92 BLACK COULEE
Excavate in burn area.
77. 4/92 BLACK COULEE
Face cut.
78. 4/92 BLACK COULEE
Watering cut area.
79. 4/92 BLACK COULEE
Pit #2 (Excavating).
80. 4/92 BLACK COULEE
Backfilling cut area.
81. 4/92 BLACK COULEE
Pit area.
82. 4/92 BLACK COULEE
Fire area #2.
83. 4/92 BLACK COULEE
Pushed overhang off top.
84. 4/92 BLACK COULEE
Pioneered road to burn.
85. 4/92 BLACK COULEE
Pioneered road to burn.

86. 4/92	BLACK COULEE Pit area.
87. 4/92	BLACK COULEE Pit area.
88. 4/92	BLACK COULEE Sluff.
89. 4/92	BLACK COULEE Caprock sluff.
90. 4/92	BLACK COULEE Caprock sluff.
91. 4/92	BLACK COULEE Caprock sluff.
92. 4/92	BLACK COULEE Pit.
93. 4/92	BLACK COULEE Excavating site.
94. 4/92	BLACK COULEE Excavating site.
95. 4/92	BLACK COULEE Excavating site.
96. 4/92	BLACK COULEE Backfilling cut area.
97. 4/92	BLACK COULEE Excavating site.
98. 4/92	BLACK COULEE Excavating site.
99. 4/92	BLACK COULEE Excavating overburden.
100. 4/92	BLACK COULEE Excavating overburden.
101. 4/92	BLACK COULEE Excating overburden.
102. 4/92	BLACK COULEE Excavating overburden.
103. 4/92	BETWEEN BLACK COULEE and HAUGEN Small new burn area.

104. 4/92	BLACK COULEE Loading burning materials.
105. 4/92	BLACK COULEE Small new burn area.
106. 4/92	BLACK COULEE Small new burn area.
107. 4/92	BLACK COULEE Ripping with D8.
108. 4/92	BLACK COULEE Sink hole.
109. 4/92	BLACK COULEE Sink hole.
110. 4/92	BLACK COULEE Excavating burning coal seam.
111. 5/92	BLACK COULEE Excavating burning coal seam.
112. 5/92	BLACK COULEE Burn area venting.
113. 5/92	BLACK COULEE Excavating burn material.
114. 5/92	BLACK COULEE Excavating burn material.
115. 5/92	BLACK COULEE Watering pit.
116. 5/92	BLACK COULEE Excavating burning coal.
117. 5/92	BLACK COULEE Excavating burning coal.
118. 5/92	BLACK COULEE Using loader in cut.
119. 5/92	BLACK COULEE Burning coal powder.
120. 5/92	BLACK COULEE Working pit area.
121. 5/92	BLACK COULEE Working pit area.

122. 5/92	BLACK COULEE Working pit area.
123. 5/92	BLACK COULEE Working D9 in burn.
124. 5/92	BLACK COULEE Working D9 in burn.
125. 5/92	BLACK COULEE Removing overburden.
126. 5/92	BLACK COULEE Removing overburden.
127. 5/92	BLACK COULEE Dumping hot coal in pit.
128. 5/92	BLACK COULEE Existing tunnel.
129. 5/92	BLACK COULEE Backhoe in burn area.
130. 5/92	BLACK COULEE Burning coal seam.
131. 5/92	BLACK COULEE Burning coal seam.
132. 5/92	BLACK COULEE Burning coal seam.
133. 5/92	BLACK COULEE Uncovered existing tunnel #2.
134. 5/92	BLACK COULEE Face cut.
135. 5/92	BLACK COULEE Loading burning material.
136. 5/92	BLACK COULEE Sealed tunnels for night.
137. 5/92	BLACK COULEE Face cut.
138. 5/92	BLACK COULEE Existing tunnels.
139. 5/92	BLACK COULEE Existing tunnels.

140. 5/92	BLACK COULEE Face cut.
141. 5/92	BLACK COULEE Face cut.
142. 5/92	BLACK COULEE Face cut.
143. 5/92	BLACK COULEE Face cut.
144. 5/92	BLACK COULEE Burning coal in tunnels.
145. 5/92	BLACK COULEE Burning coal in tunnels.
146. 5/92	BLACK COULEE Burning coal in tunnels.
147. 5/92	BLACK COULEE Fencing.
148. 5/92	BLACK COULEE Cut area.
149. 5/92	BLACK COULEE Cut area.
150. 5/92	BLACK COULEE Sealing existing tunnels.
151. 5/92	BLACK COULEE Sealing existing tunnels.
152. 5/92	BLACK COULEE Sealing existing tunnels.
153. 5/92	HAUGEN Drilling post holes.
154. 5/92	BLACK COULEE Drill rig setup.
155. 5/92	BLACK COULEE Boreholes.
156. 5/92	BLACK COULEE Drilling boreholes.
157. 5/92	BLACK COULEE Drilling boreholes.

158. 5/92 BLACK COULEE
Boreholes w/temp. probes.

159. 5/92 BLACK COULEE
Filling boreholes w/concrete.

160. 5/92 BLACK COULEE
Stripping topsoil.

161. 5/92 BLACK COULEE
Stripping topsoil.

162. 5/92 BLACK COULEE
Stripping topsoil D8.

163. 5/92 BLACK COULEE
Loading scraper.

164. 5/92 BLACK COULEE
Scraper on stockpile.

165. 5/92 BLACK COULEE
Overburden stockpile.

166. 5/92 BLACK COULEE
Topsoil stockpile.

167. 5/92 BLACK COULEE
Excavation site.

168. 5/92 BLACK COULEE
Equipment excavating overburden.

169. 5/92 BLACK COULEE
Equipment excavating overburden.

170. 5/92 BLACK COULEE
Overburden stockpile.

171. 5/92 BLACK COULEE
Borehole venting steam.

172. 6/92 BLACK COULEE
Excavation site.

173. 6/92 BLACK COULEE
Line of holes for blasting.

174. 6/92 BLACK COULEE
Hole #134 @ 130°.

175. 6/92 BLACK COULEE
Borehole #10 @ 136°.

176. 6/92	BLACK COULEE Drilling holes.
177. 6/92	BLACK COULEE Placing anfoil in holes.
178. 6/92	BLACK COULEE Laying primer cord.
179. 6/92	BLACK COULEE Blasting.
180. 6/92	BLACK COULEE Blasting.
181. 6/92	BLACK COULEE After blasting.
182. 6/92	BLACK COULEE After blasting.
183. 6/92	BLACK COULEE After blasting.
184. 6/92	BLACK COULEE Loading scraper.
185. 6/92	BLACK COULEE Rock-waste area.
186. 6/92	BLACK COULEE Rock-waste area.
187. 6/92	BLACK COULEE Excavation site.
188. 6/92	BLACK COULEE Stockpiles.
189. 6/92	BLACK COULEE Topsoil stockpile.
190. 6/92	BLACK COULEE Terex scraper, Push cat.
191. 6/92	BLACK COULEE Pit area, fencing.
192. 6/92	BLACK COULEE Pit area, topsoiled.
193. 6/92	BLACK COULEE Excavation site.

194. 6/92 BLACK COULEE
D8 excavating for coal seam.

195. 6/92 BLACK COULEE
Top first coal seam.

196. 6/92 BLACK COULEE
Push cat and scraper.

197. 6/92 BLACK COULEE
Cutting into warm rock.

198. 6/92 BLACK COULEE
Excavation site.

199. 6/92 BLACK COULEE
Warm coal seam.

200. 6/92 BLACK COULEE
Existing tunnel sluffed in.

201. 6/92 BLACK COULEE
Existing tunnel sluffed in.

202. 6/92 BLACK COULEE
Loading scraper.

203. 6/92 BLACK COULEE
Loading scraper.

204. 6/92 BLACK COULEE
Exposed existing tunnel.

205. 6/92 BLACK COULEE
Exposed existing tunnel.

206. 6/92 BLACK COULEE
Exposed existing tunnel.

207. 6/92 BLACK COULEE
Exposed existing tunnel.

208. 6/92 BLACK COULEE
Existing tunnel.

209. 6/92 BLACK COULEE
Existing tunnel.

210. 6/92 BLACK COULEE
Push cat and Scraper.

211. 6/92 BLACK COULEE
Scraper at excavation site.

212. 6/92 BLACK COULEE
Existing tunnel.

213. 6/92 BLACK COULEE
Existing tunnel.

214. 6/92 BLACK COULEE
Excavation work.

215. 6/92 BLACK COULEE
Excavation work.

216. 6/92 BLACK COULEE
Excavating on top hot coal.

217. 6/92 BLACK COULEE
Excavating on top hot coal.

218. 6/92 BLACK COULEE
Excavating on top hot coal.

219. 6/92 BLACK COULEE
Excavation site.

220. 6/92 BLACK COULEE
Old timber from tunnel.

221. 6/92 BLACK COULEE
Excavation site.

222. 6/92 BLACK COULEE
Backhoe excavating hot materials.

223. 6/92 BLACK COULEE
Backhoe excavating hot materials.

224. 6/92 BLACK COULEE
Backhoe excavating hot materials.

225. 6/92 BLACK COULEE
Water truck in pit.

226. 6/92 BLACK COULEE
Equipment excavation.

227. 6/92 BLACK COULEE
Equipment excavation.

228. 6/92 BLACK COULEE
Cold coal seam.

229. 6/92 BLACK COULEE
Equipment finishing excavation.

230. 6/92	BLACK COULEE Equipment backfilling.
231. 6/92	BLACK COULEE Existing timbered tunnel.
232. 6/92	BLACK COULEE Water truck on fill.
233. 6/92	BLACK COULEE Equipment backfilling.
234. 6/92	BLACK COULEE Equipment backfilling.
235. 6/92	BLACK COULEE Equipment backfilling.
236. 6/92	BLACK COULEE Equipment backfilling.
237. 6/92	BLACK COULEE D8 backfilling tunnel area.
238. 6/92	BLACK COULEE Changing scraper tire.
239. 6/92	BLACK COULEE Equipment backfilling.
240. 6/92	BLACK COULEE Loading scraper.
241. 6/92	BLACK COULEE Equipment in backfill site.
242. 6/92	BLACK COULEE Cat backfilling tunnel area.
243. 6/92	BLACK COULEE Stockpile area.
244. 6/92	BLACK COULEE Loading scraper.
245. 6/92	BLACK COULEE Water truck on fill.
246. 6/92	BLACK COULEE Equipment in fill.
247. 6/92	BLACK COULEE Equipment in fill.

248. 6/92 BLACK COULEE
Loading scraper.

249. 6/92 BLACK COULEE
Equipment on fill.

250. 6/92 BLACK COULEE
Equipment on fill area.

251. 6/92 BLACK COULEE
Equipment on fill.

252. 6/92 BLACK COULEE
Backfilling.

253. 6/92 BLACK COULEE
Backfilling tunnel area.

254. 6/92 BLACK COULEE
Equipment overburden stockpile.

255. 6/92 BLACK COULEE
Loading scraper.

256. 6/92 BLACK COULEE
Overburden stockpile.

257. 6/92 BLACK COULEE
D8 working slope.

258. 6/92 BLACK COULEE
D8 working slope.

259. 6/92 BLACK COULEE
Equipment leveling fill area.

260. 6/92 BLACK COULEE
Completed backfilling area.

261. 6/92 BLACK COULEE
Overburden stockpile site.

262. 6/92 BLACK COULEE
Spreading topsoil.

263. 6/92 BLACK COULEE
Spreading topsoil.

264. 6/92 BLACK COULEE
Topsoil on excavation site.

265. 6/92 BLACK COULEE
Grading topsoil.

266.	6/92	BLACK COULEE Topsoiled field.
267.	6/92	BLACK COULEE Restored cultivated field.
268.	6/92	BLACK COULEE Restored excavation site.
269.	6/92	BLACK COULEE Blowing straw mulch.
270.	6/92	BLACK COULEE Blowing straw mulch.
271.	6/92	BLACK COULEE Blowing straw mulch.
272.	6/92	BLACK COULEE Equipment.
273.	6/92	BLACK COULEE Mulch crimper.
274.	6/92	BLACK COULEE Crimped mulch.
275.	6/92	BLACK COULEE Crimped mulch.
276.	6/92	BLACK COULEE Excavation site.
277.	6/92	BLACK COULEE Ripping access road.
278.	6/92	BLACK COULEE Discing access road.
279.	6/92	BLACK COULEE Mulching access road.
280.	6/92	BLACK COULEE Mulching access road.
281.	6/92	BLACK COULEE Finished site.
282.	6/92	WINDMILL SITE Fence.
283.	6/92	BLACK COULEE Fence.

284. 6/92	BLACK COULEE Fence.
285. 6/92	BLACK COULEE Fence.
286. 6/92	HAUGEN Fence.
287. 6/92	HAUGEN Fence.
288. 6/92	HAUGEN Fence.
289. 6/92	HAUGEN Haugen site and fence.
290. 6/92	HAUGEN Haugen site and fence.
291. 6/92	HAUGEN Haugen site and fence.

BL. COULEE
LOOK #RRV884

BL. COULEE
FIRE EMERG.

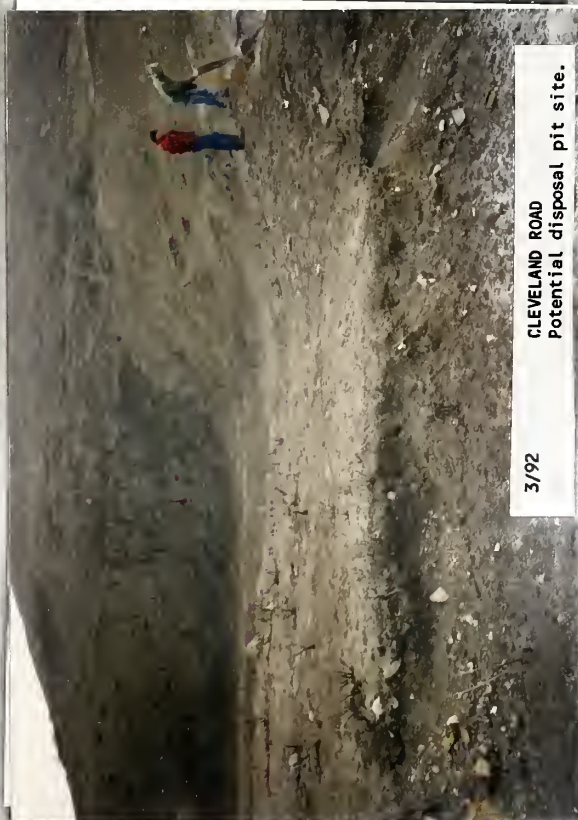
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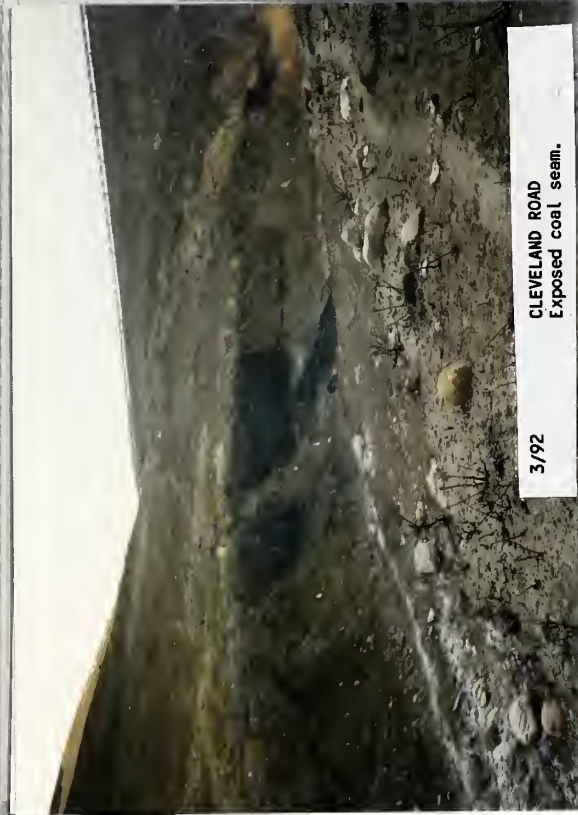
3/92 CLEVELAND ROAD
Coal fire in ground surface.



3/92 CLEVELAND ROAD
Coal fire in ground surface adjacent to creek bottom.



3/92 CLEVELAND ROAD
Potential disposal pit site.



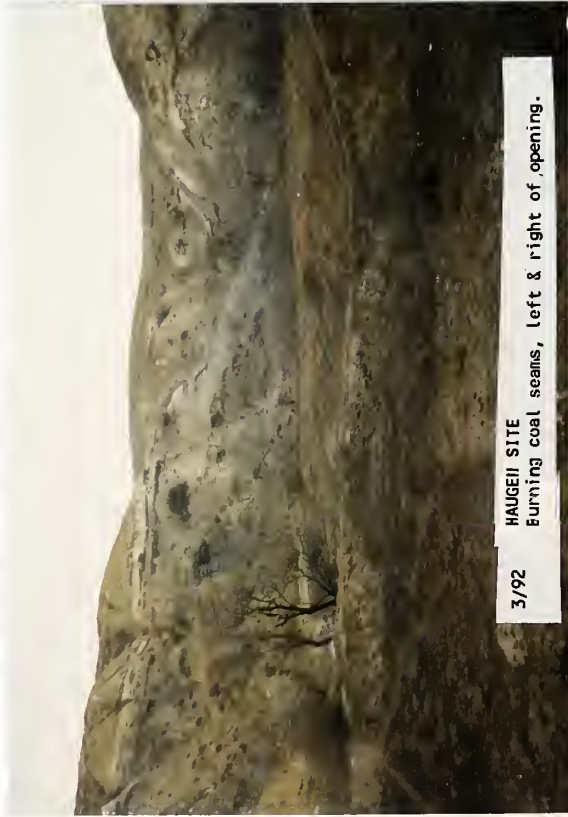
3/92 CLEVELAND ROAD
Exposed coal seam.



3/92 CLEVELAND ROAD
Highway.



3/92 CLEVELAND ROAD
Burning coal seam in bank (east of first site).



3/92 HAUGEN SITE
Burning coal seams, left & right of opening.

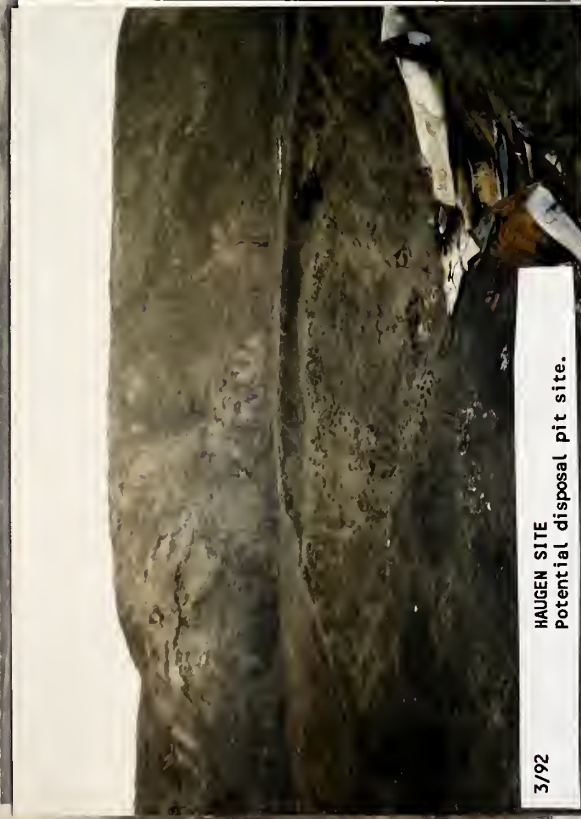


3/92 HAUGEN SITE
Burning coal seams, left & right of opening.

BL. COULEE
FIRE EMERG.

800-438-4384
STOCK # PPV84
RG.

3



3/92 HAUGEN SITE
Potential disposal pit site.



3/92 HAUGEN SITE
Potential disposal pit site.



3/92 HAUGEN SITE
Potential disposal pit site.



3/92 HAUGEN SITE
Burned buildings, dispose of debris.



3/92 HAUGEN SITE
Burned mobile home, dispose of debris.



3/92 BLACK COULEE SITE
Open inclined adit.



3/92 HAUGEN SITE
Burned vehicles, dispose of debris.

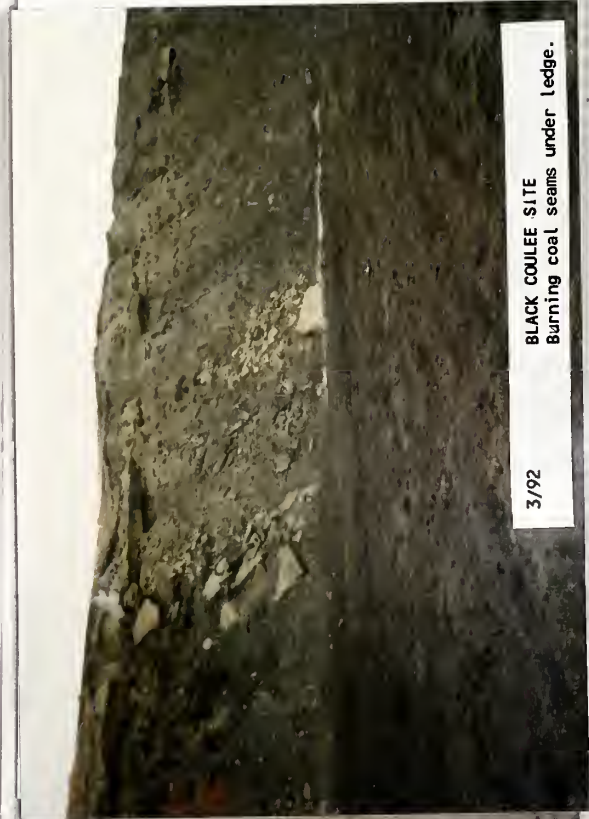


3/92 BLACK COULEE SITE

21000 # 66484
1-800-451-9883
JAN 1992



3/92 BLACK COULEE SITE
Potential disposal pit site.



3/92 BLACK COULEE SITE
Burning coal seams under ledge.



3/92 BLACK COULEE SITE
Burning coal seams under ledge.



3/92 BLACK COULEE SITE
Burning coal seams under ledge.

E F BL. COULEE
FIRE EMERG.

OK # PPV84



4/92

CLEVELAND ROAD
Opening burning coal seam.



4/92

CLEVELAND ROAD
Excavating burning coal seam.



4/92

CLEVELAND ROAD
Coal fire in bank.



4/92

CLEVELAND ROAD
Excavating disposal pit.

2100K * BBV84
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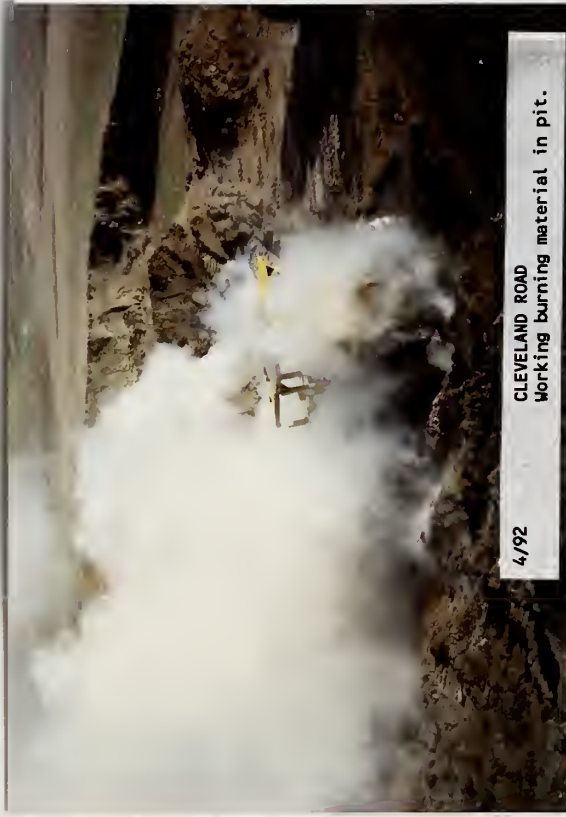
50th Century Bizarre

BL. COULEE
FIRE EMERG.



4/92

CLEVELAND ROAD
Dumping burning materials in disposal pit.



4/92

CLEVELAND ROAD
Working burning material in pit.



4/92

CLEVELAND ROAD
Applying water to burning materials.



4/92

CLEVELAND ROAD
Excavating burning coal seam.



4/92

CLEVELAND ROAD
Working in disposal pit.



4/92

CLEVELAND ROAD
Covering disposal pit.



4/92

CLEVELAND ROAD
Replacing cover soil on pit.



4/92

CLEVELAND ROAD
Backfilling excavated fire area.

BL. COULEE
FIRE EMERG.

5



4/92 CLEVELAND ROAD
Applying water to burning materials at second fire.



4/92 CLEVELAND ROAD
Applying water to burning materials at second fire.



4/92 CLEVELAND ROAD
Excavating burning materials at second site.



4/92 CLEVELAND ROAD
Burning materials.



CLEVELAND ROAD
Excavating burning materials.

4/92



CLEVELAND ROAD
Backfilling excavated fire area.

4/92



HAUGEN
Stripping topsoil in disposal pit.

4/92

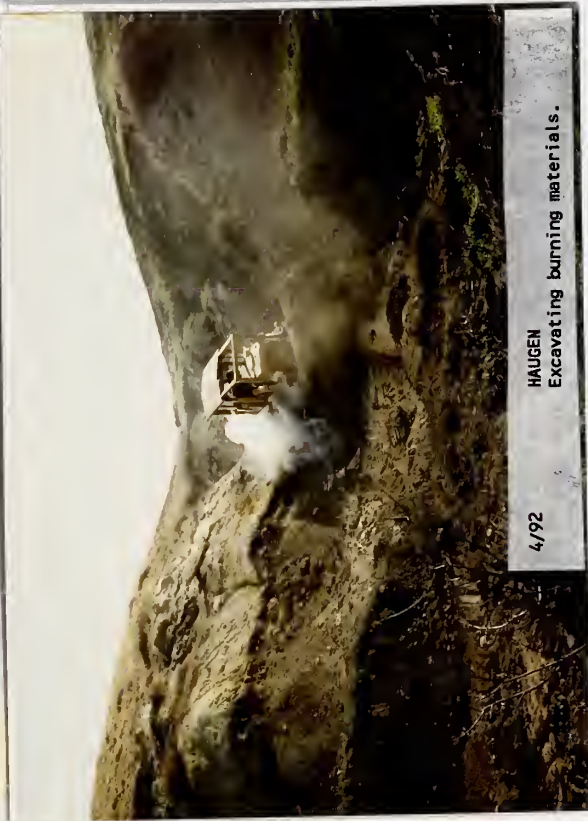


HAUGEN
Disposing of debris.

4/92



4/92 HAUGEN
Temporary culvert and access to fires.



4/92 HAUGEN
Excavating burning materials.



4/92 HAUGEN
Access road.



4/92 HAUGEN
Disposing of burning materials in pit.



4/92

HAUGEN
Burning coal seam exposed.



4/92

BLACK COULEE
New fire area in coulee bank.



4/92

HAUGEN
Hauling burning materials to pit.

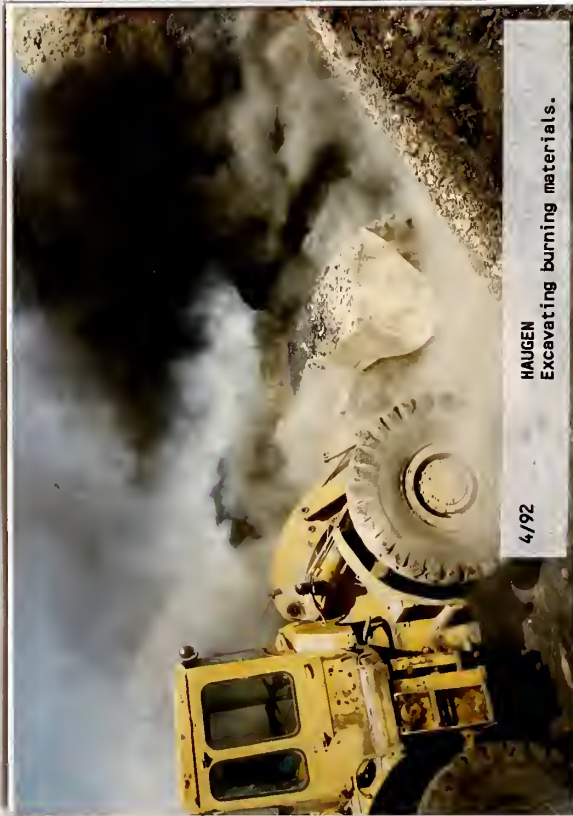


4/92

HAUGEN
Applying water to burning materials.

BL. COULEE
FIRE EMERG.

7



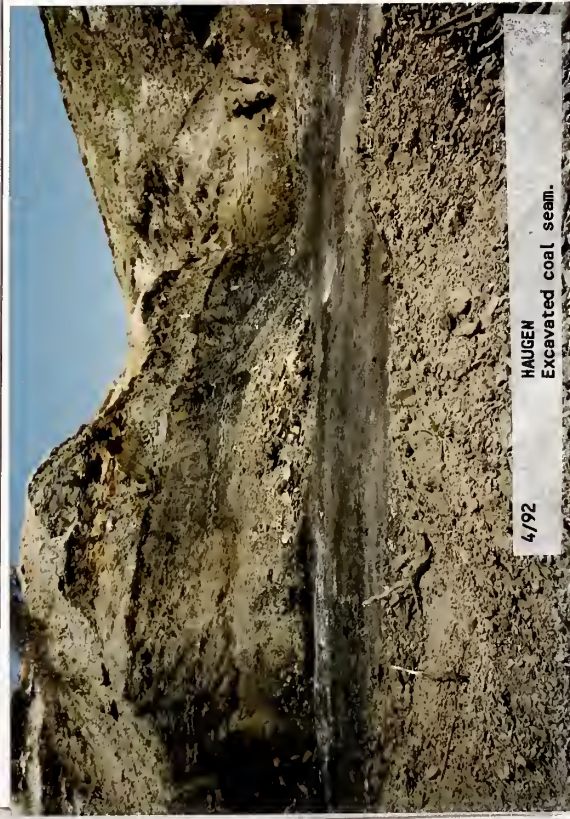
4/92

HAUGEN
Excavating burning materials.



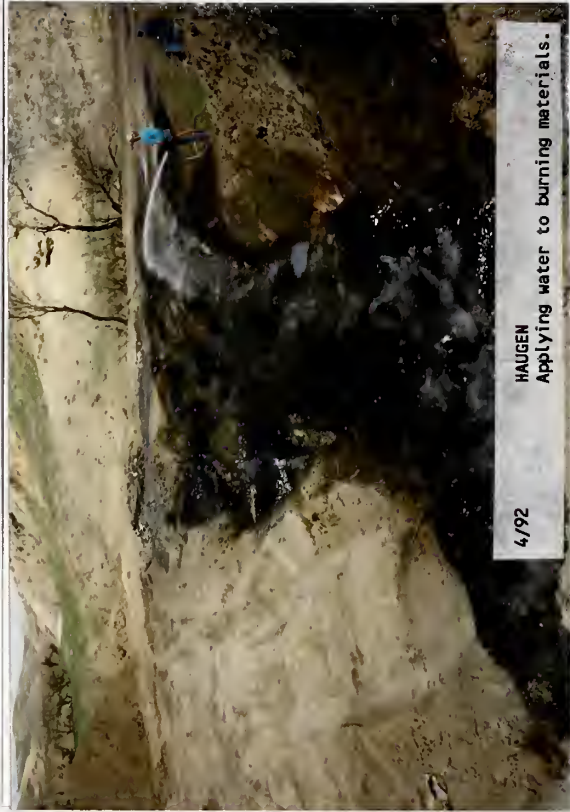
4/92

HAUGEN
Excavated coal seam.



4/92

HAUGEN
Excavated coal seam.



4/92

HAUGEN
Applying water to burning materials.



4/92 HAUGEN
Backfilling subsidence hole.



4/92 HAUGEN
Cutting into burning coal seam.



4/92 HAUGEN
Cutting into burning coal seam.



4/92 HAUGEN
Cutting into burning coal seam.

BL. COULEE
FIRE EMERG.



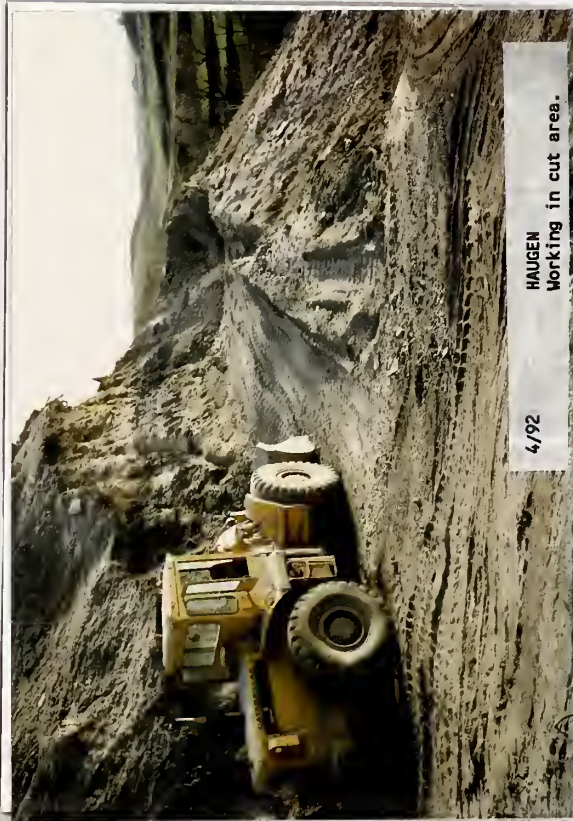
4/92

HAUGEN
Cutting into burning coal seam.



4/92

HAUGEN
Working in cut area.



4/92

HAUGEN
Working in cut area.



4/92

HAUGEN
Working in cut area.



4/92 HAUGEN Working in cut area.



4/92 HAUGEN Face of excavation.



4/92 HAUGEN Working in cut area.



4/92 HAUGEN Working in cut area.

BL. COULEE
FIRE EMERG.

9



HAUGEN
Working in cut.

4/92



4/92

HAUGEN
Dressing cut area.



4/92

HAUGEN
Dressing cut area.



4/92

BLACK COULEE
Filling subsidence.



4/92 BLACK COULEE
Filling subsidences.



4/92 BLACK COULEE
Filling subsidences.



4/92 BLACK COULEE
Filling subsidences.



4/92 BLACK COULEE
Filling subsidences.

BL. COULEE
FIRE EMERG.

10



4/92
BLACK COULEE
Excavation in burn area.



4/92
BLACK COULEE
Excavate in burn area.



4/92
BLACK COULEE
pit area.



4/92
BLACK COULEE
Excavation in burn area.



4/92 BLACK COULEE
F&C cut.



4/92 BLACK COULEE
Watering cut area.



4/92 BLACK COULEE
Pit #2 (Excavating).



4/92 BLACK COULEE
Backfilling cut area.

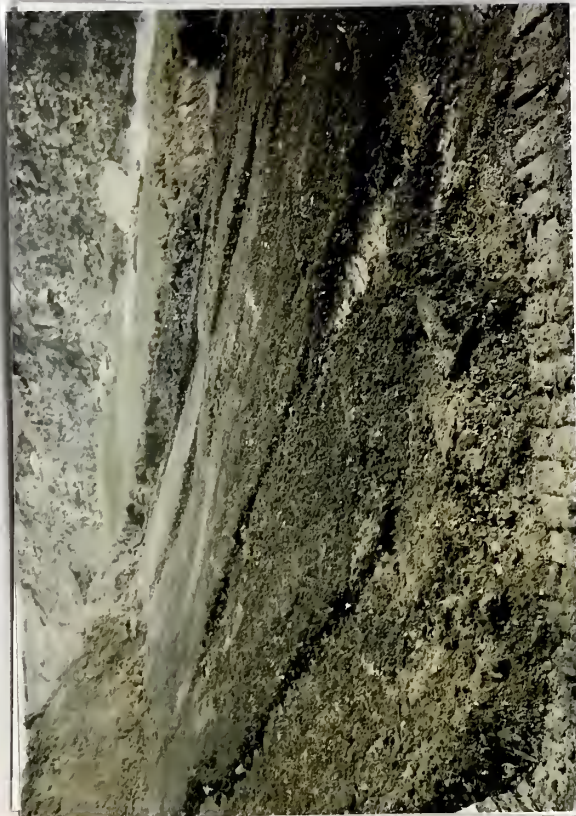
BL. COULEE
FIRE EMERG.

11



BLACK COULEE
Pit area.

4/92



BLACK COULEE
Fire area #2.

4/92



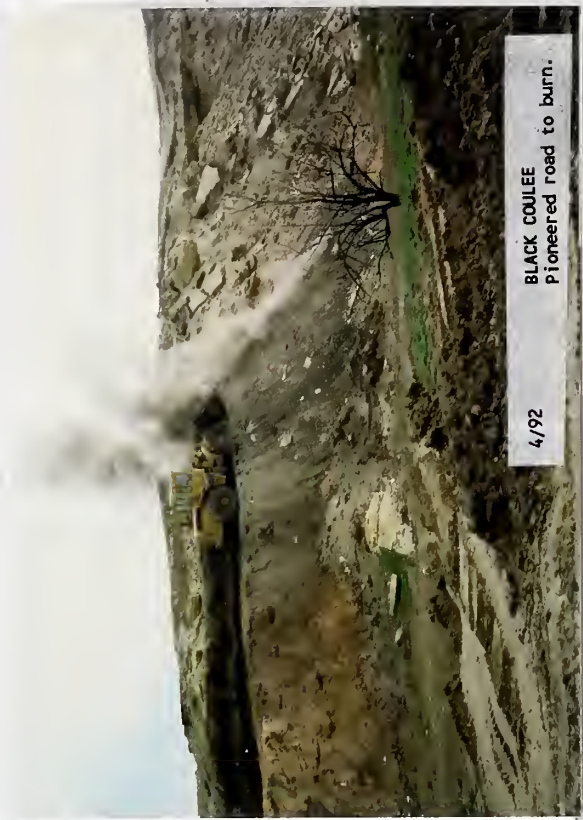
BLACK COULEE
pushed overhang off top.

4/92



BLACK COULEE
pioneered road to burn.

4/92



BLACK COULEE
pioneered road to burn.

4/92



BLACK COULEE
pit area.

4/92



BLACK COULEE
pit area.

4/92

BL. COULEE
FIRE EMERG.

12



4/92

BLACK COULEE
sluff.



4/92

BLACK COULEE
Caprock sluff.



4/92

BLACK COULEE
Caprock sluff.



4/92

BLACK COULEE
Caprock sluff.



4/92

BLACK COULEE
Excavating site.



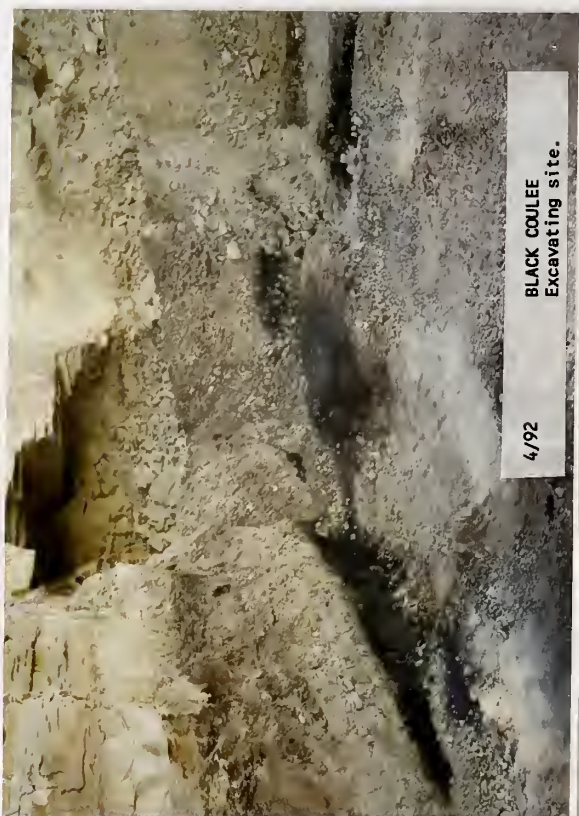
4/92

BLACK COULEE
Excavating site.



4/92

BLACK COULEE
Pit.



4/92

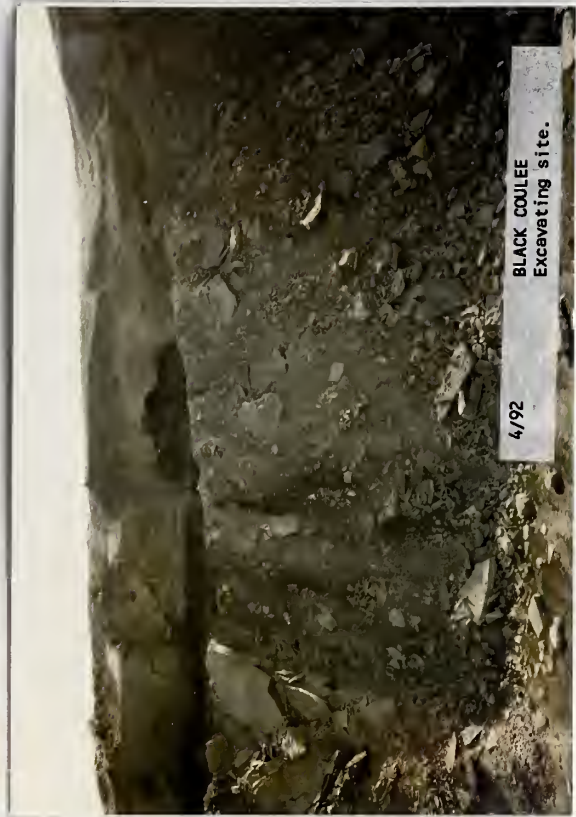
BLACK COULEE
Excavating site.

BLACK COULEE
FIRE EMERG.

13



4/92 BLACK COULEE
Backfilling cut area.



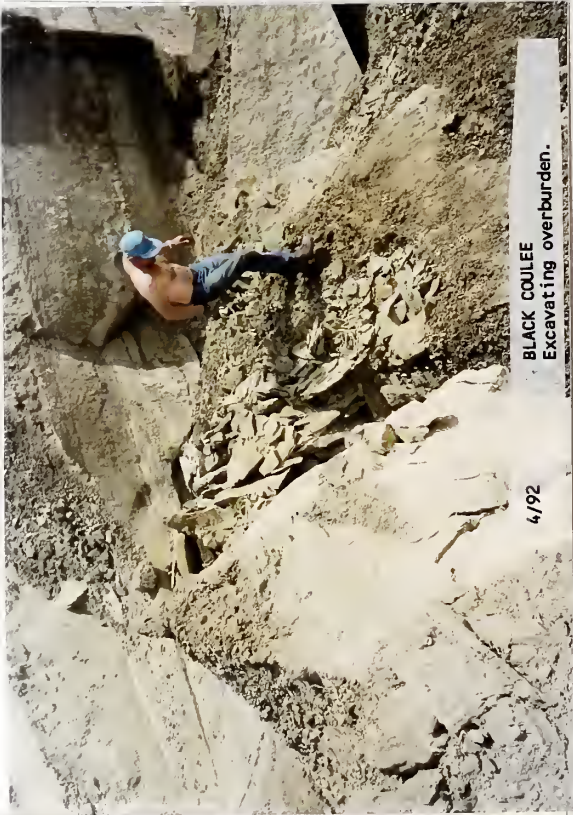
4/92 BLACK COULEE
Excavating site.



4/92 BLACK COULEE
Excavating site.



4/92 BLACK COULEE
Excavating overburden.



BLACK COULEE
Excavating overburden.

4/92



BLACK COULEE
Excavating overburden.

4/92



BLACK COULEE
Excavating overburden.

4/92



BETWEEN BLACK COULEE and H. J. JENSEN
Small new burn area.

4/92



4/92 BLACK COULEE
Loading burning materials.



4/92 BLACK COULEE
Small new burn area.



4/92 BLACK COULEE
Ripping with D8.



4/92 BLACK COULEE
Small new burn area.



4/92 BLACK COULEE
Sink hole.



5/92 BLACK COULEE
Excavating burning coal seam.



4/92 BLACK COULEE
Sink hole.



4/92 BLACK COULEE
Excavating burning coal seam.

AP

1-13-92 11:14 AM
S. J. GALT

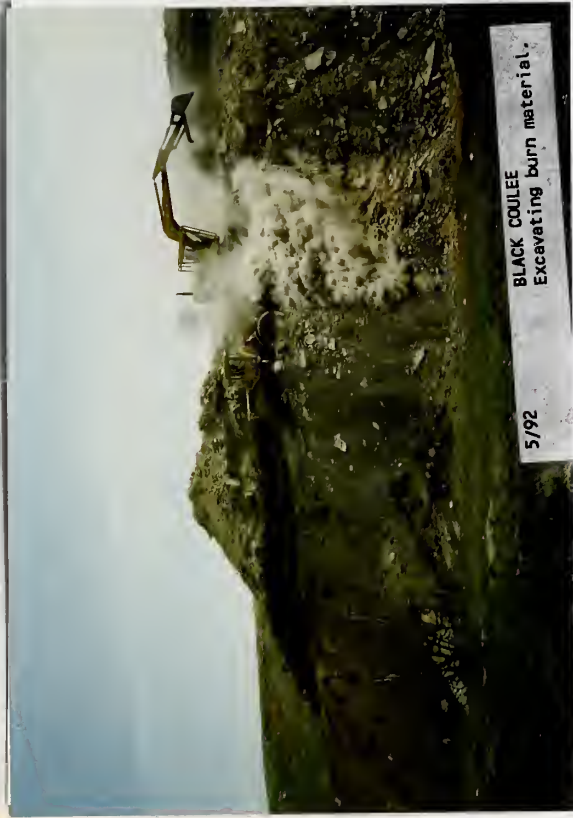
BL. COULEE
FIRE EMERG.

15



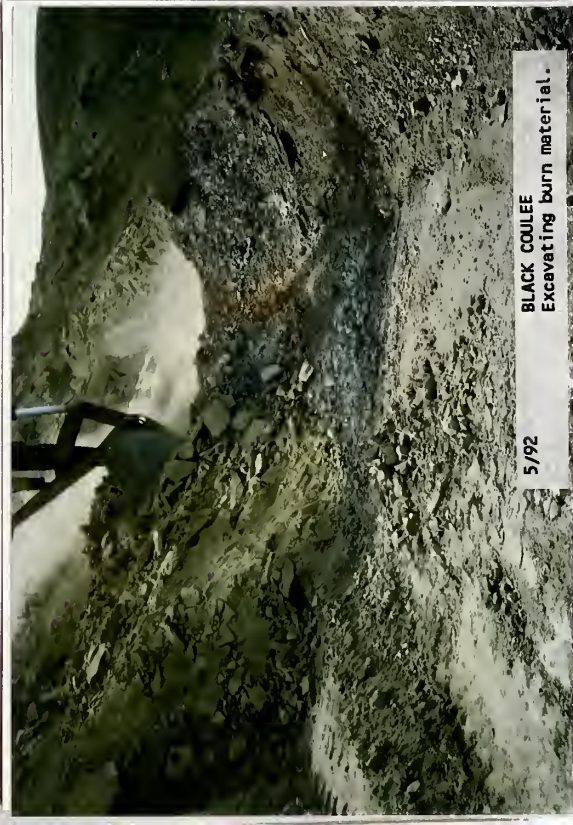
5/92

BLACK COULEE
Burn area venting.



5/92

BLACK COULEE
Excavating burn material.



5/92

BLACK COULEE
Excavating burn material.



5/92

BLACK COULEE
Watering pit.



5/92 BLACK COULEE
Excavating Burning coal.



5/92 BLACK COULEE
Excavating burning coal.



5/92 BLACK COULEE
Using loader in cut.



5/92 BLACK COULEE
Burning coal powder.

BL. COULEE
FIRE EMERG.



5/92

BLACK COULEE
Working pit area.



5/92

BLACK COULEE
Working pit area.

16



5/92

BLACK COULEE
Working pit area.



5/92

BLACK COULEE
Working D9 in burn.



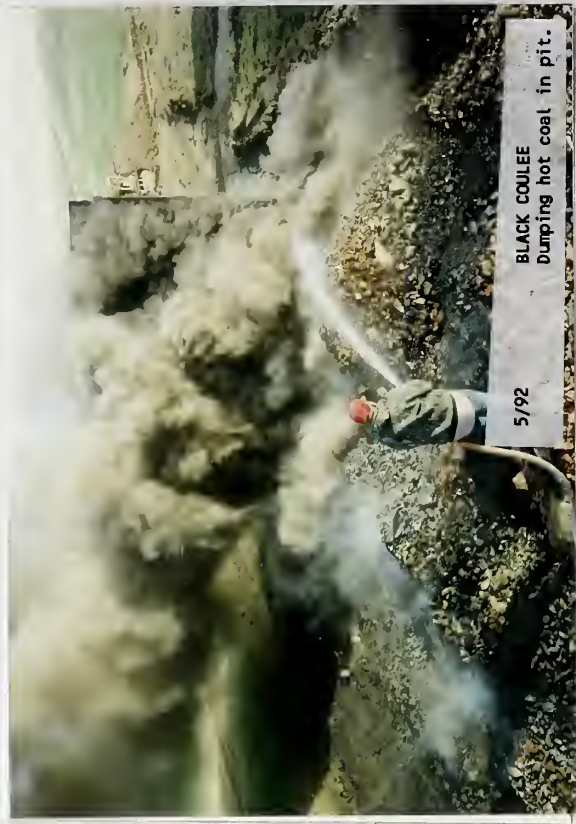
5/92 BLACK COULEE
Working D9 in burn.



5/92 BLACK COULEE
Removing overburden.



5/92 BLACK COULEE
Removing overburden.



5/92 BLACK COULEE
Dumping hot coal in pit.

BL. COULEE
FIRE EMERG.

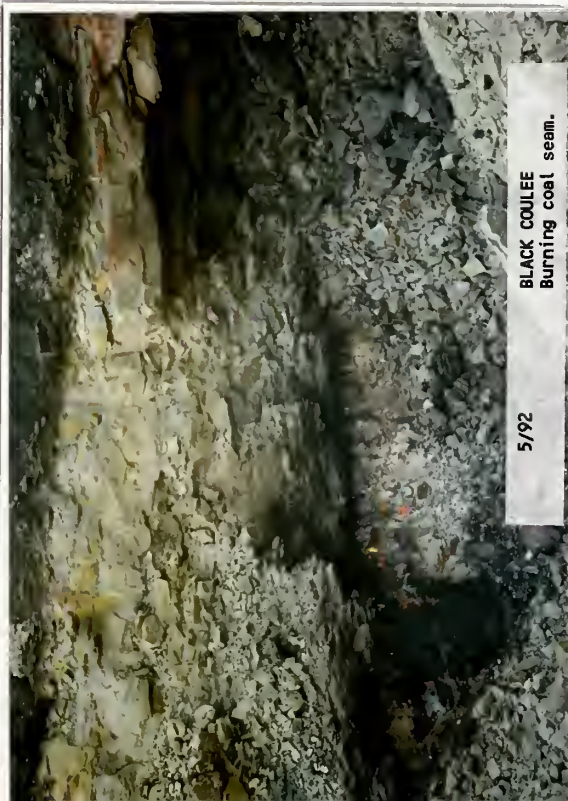
17



5/92
BLACK COULEE
Existing tunnel.



5/92
BLACK COULEE
Backhoe in burn area.



5/92
BLACK COULEE
Burning coal seam.



5/92
BLACK COULEE
Burning coal seam.



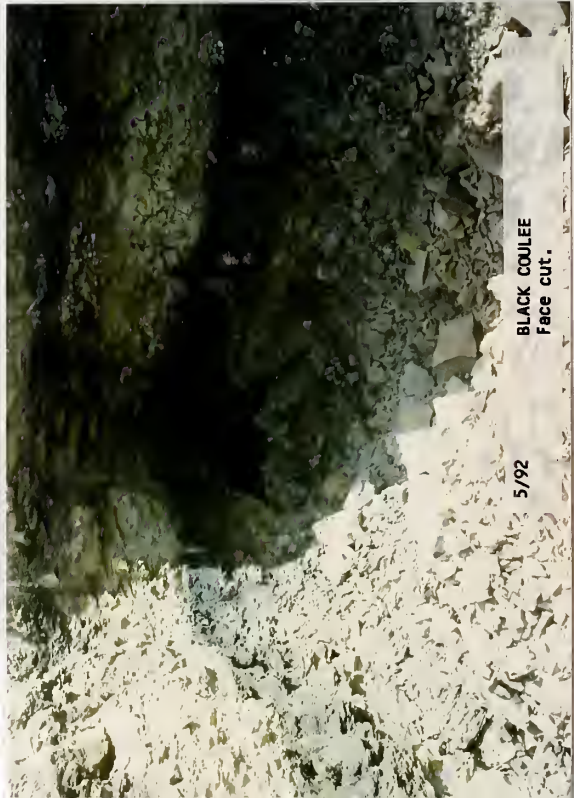
5/92 BLACK COULEE
Uncovered existing tunnel #2.



5/92 BLACK COULEE
Loading burning material.



5/92 BLACK COULEE
Burning coal seam.



5/92 BLACK COULEE
Face cut.

BL. COULEE
FIRE EMERG.

18



5/92

BLACK COULEE
Sealed tunnels for night.



5/92

BLACK COULEE
Face cut.



5/92

BLACK COULEE
Existing tunnels.



5/92

BLACK COULEE
Existing tunnels.



5/92

BLACK COULEE
Face cut.



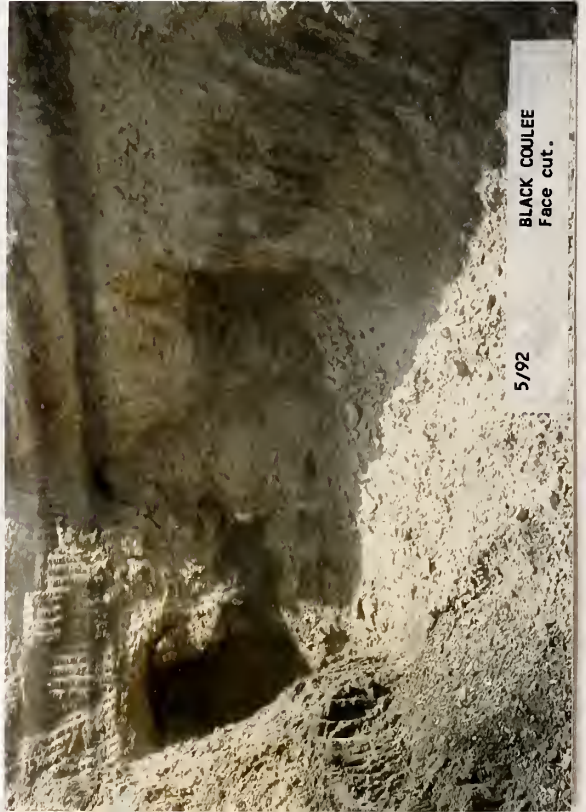
5/92

BLACK COULEE
Face cut.



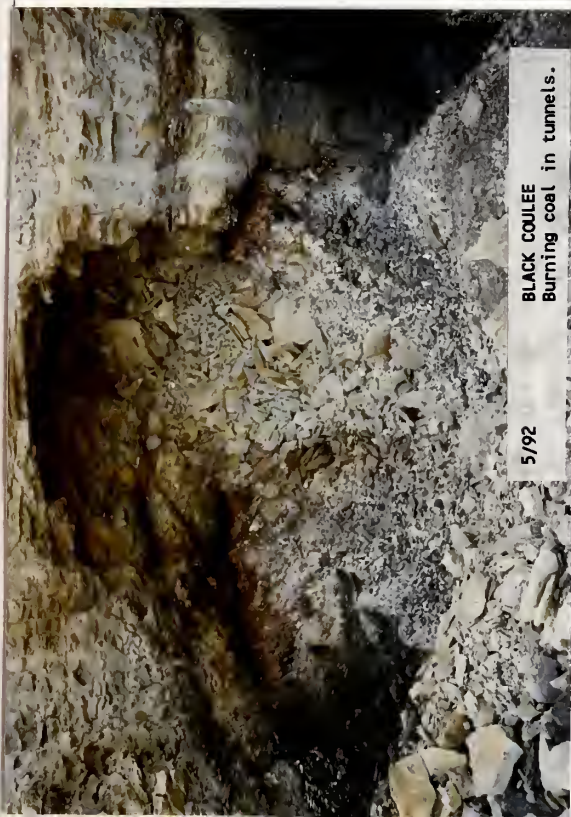
5/92

BLACK COULEE
Face cut.



5/92

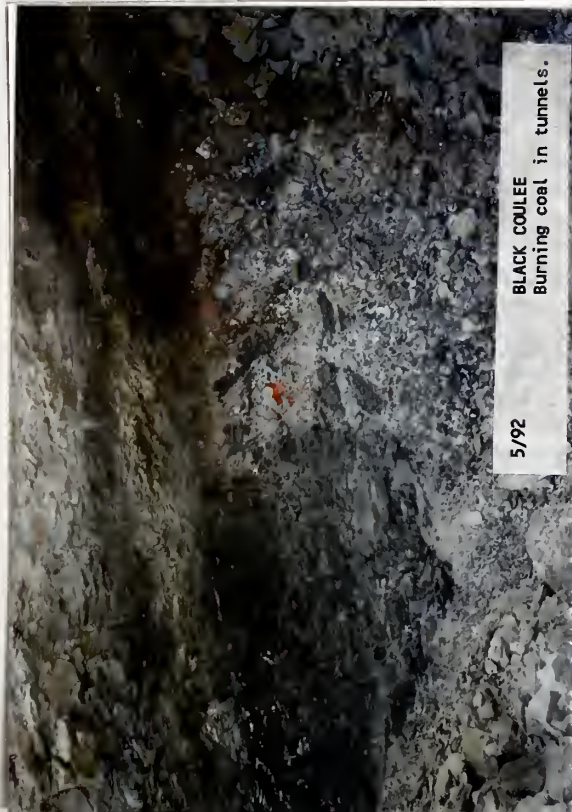
BLACK COULEE
Face cut.



5/92 BLACK COULEE
Burning coal in tunnels.



5/92 BLACK COULEE
Burning coal in tunnels.



5/92 BLACK COULEE
Burning coal in tunnels.



5/92 BLACK COULEE
Fencing.



5/92
BLACK COULEE
Cut area.



5/92
BLACK COULEE
Sealing existing tunnels.



5/92
BLACK COULEE
Cut area.



5/92
BLACK COULEE
Sealing existing tunnels.

BLACK COULEE
FIRE EMERG.

20



5/92

BLACK COULEE
Sealing existing tunnels.



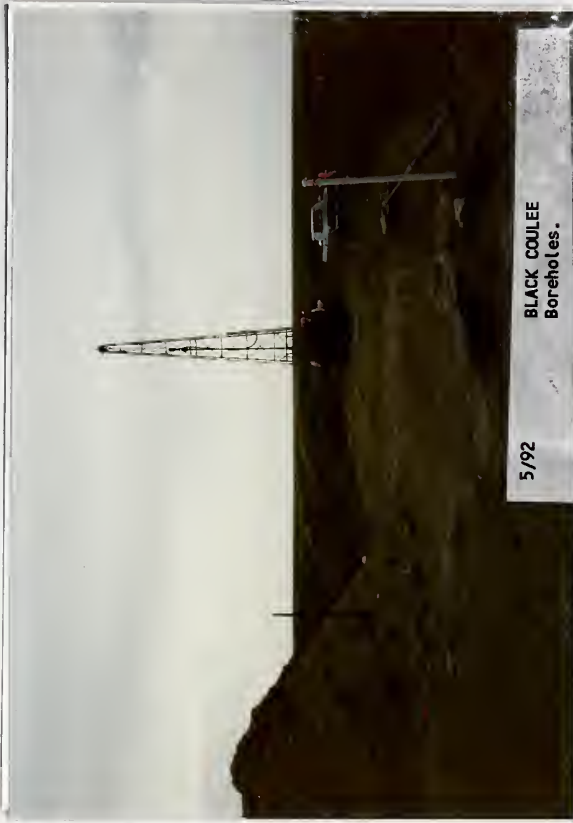
5/92

HAUGEN
Drilling post holes.



5/92

BLACK COULEE
Drill rig setup.



5/92

BLACK COULEE
Boreholes.



BLACK COULEE
Drilling boreholes.

5/92



BLACK COULEE
Filling boreholes w/concrete.

5/92



BLACK COULEE
Drilling boreholes.

5/92



BLACK COULEE
Boreholes w/temp. probes.

5/92

BL. COULEE
FIRE EMERG.

21



5/92 BLACK COULEE
stripping topsoil.



5/92 BLACK COULEE
stripping topsoil.



5/92 BLACK COULEE
stripping topsoil D8.



5/92 BLACK COULEE
Loading scraper.



5/92 BLACK COULEE
Scraper on stockpile.



5/92 BLACK COULEE
Overburden stockpile.



5/92 BLACK COULEE
Topsoil stockpile.



5/92 BLACK COULEE
Excavation site.

BL. COULEE
FIRE EMERG.

22



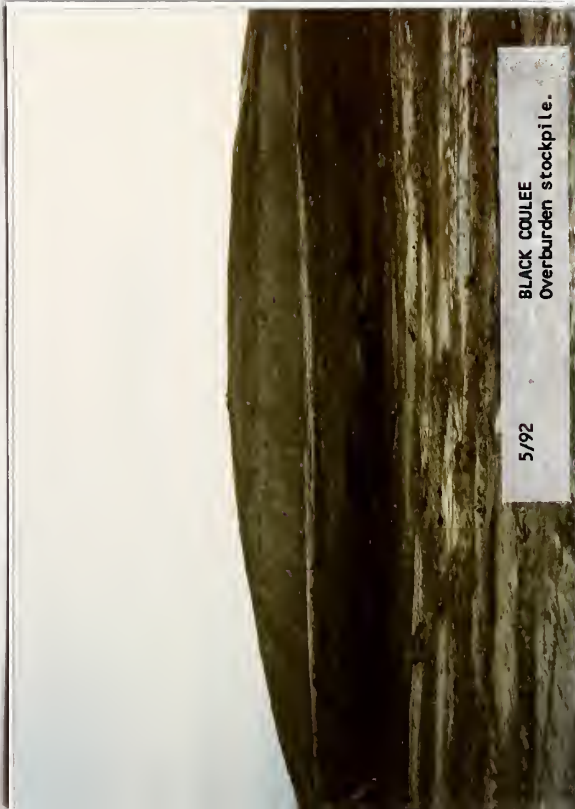
5/92

BLACK COULEE
Equipment excavating
overburden.



5/92

BLACK COULEE
Equipment excavating
overburden.



5/92

BLACK COULEE
Overburden stockpile.



5/92

BLACK COULEE
Borehole venting steam.



6/92
BLACK COULEE
Excavation site.



6/92
BLACK COULEE
Line of holes for
blasting.



6/92
BLACK COULEE
Hole #134 @ 130°.



6/92
BLACK COULEE
Borehole #10 @ 136°.

BLACK COULEE
FIRE EMERG.



6/92

BLACK COULEE
Drilling holes.



6/92

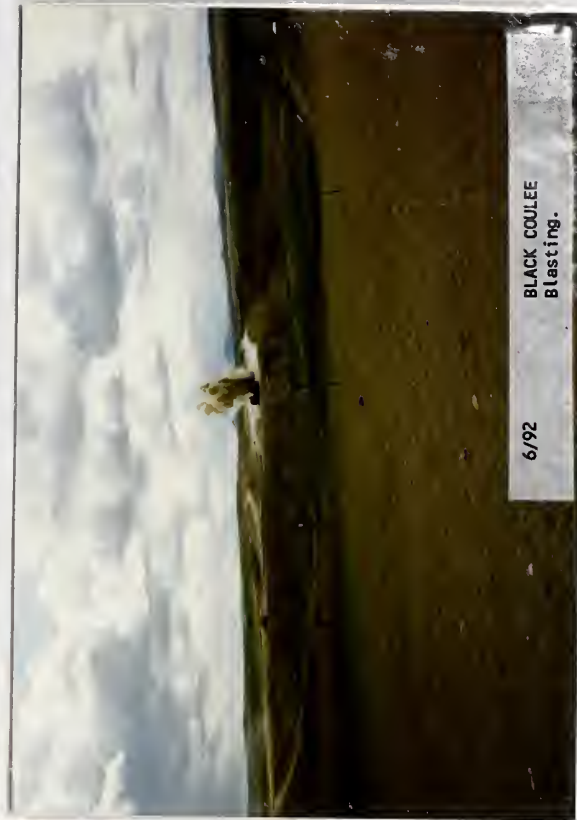
BLACK COULEE
Placing anfoil in holes.

23



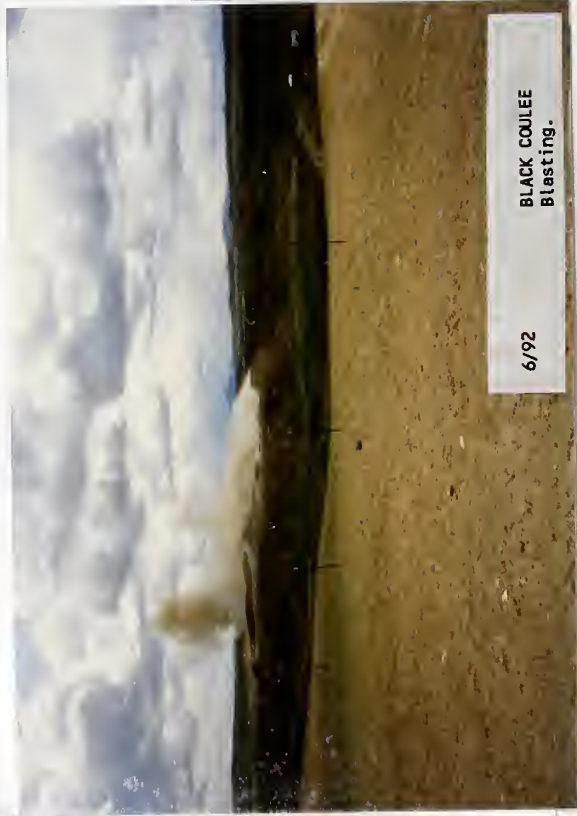
6/92

BLACK COULEE
Laying primer cord.



6/92

BLACK COULEE
Blasting.



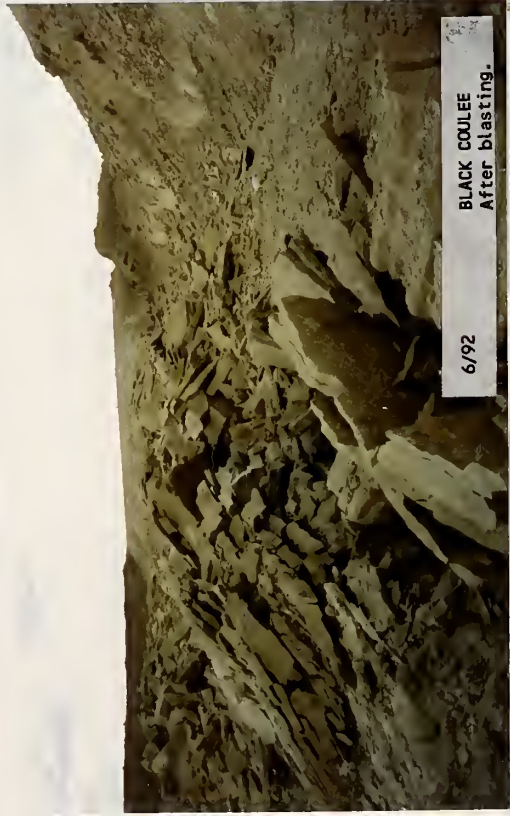
BLACK COULEE
Blasting.

6/92



BLACK COULEE
After blasting.

6/92



BLACK COULEE
After blasting.

6/92



BLACK COULEE
After blasting.

6/92



BLACK COULEE
Loading scraper.

6/92



BLACK COULEE
Rock-waste area.

6/92



BLACK COULEE
Rock-waste area.

6/92



BLACK COULEE
Excavation site.

6/92



6/92

BLACK COULEE
Stockpiles.



6/92

BLACK COULEE
Topsoil stockpile.



6/92

BLACK COULEE
Terex scraper, Push cat.



6/92

BLACK COULEE
pit area, fencing.

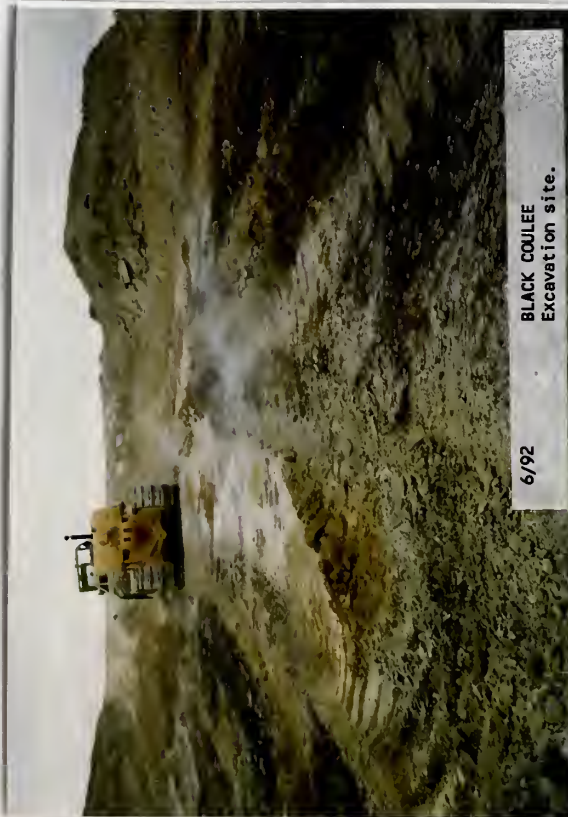
BLACK COULEE
FIRE EMERG.

25



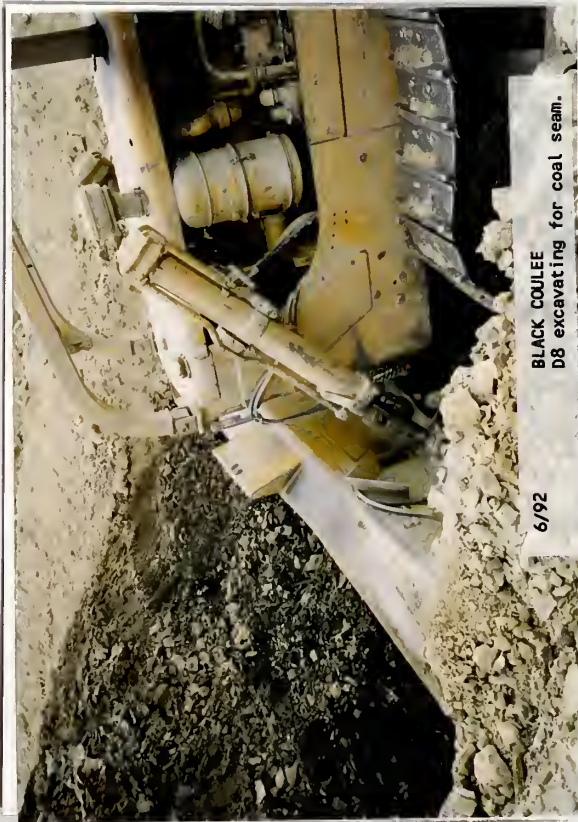
6/92

BLACK COULEE
Pit area, topsoiled.



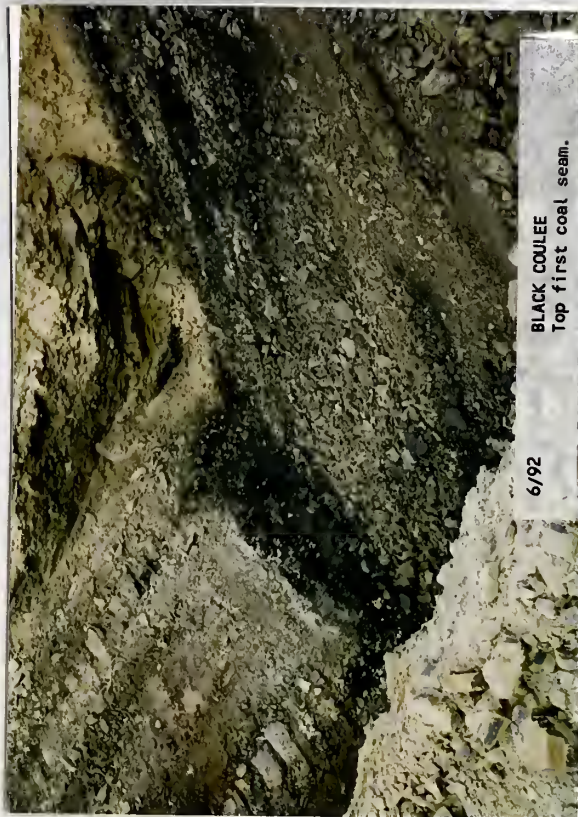
6/92

BLACK COULEE
Excavation site.



6/92

BLACK COULEE
D8 excavating for coal seam.



6/92

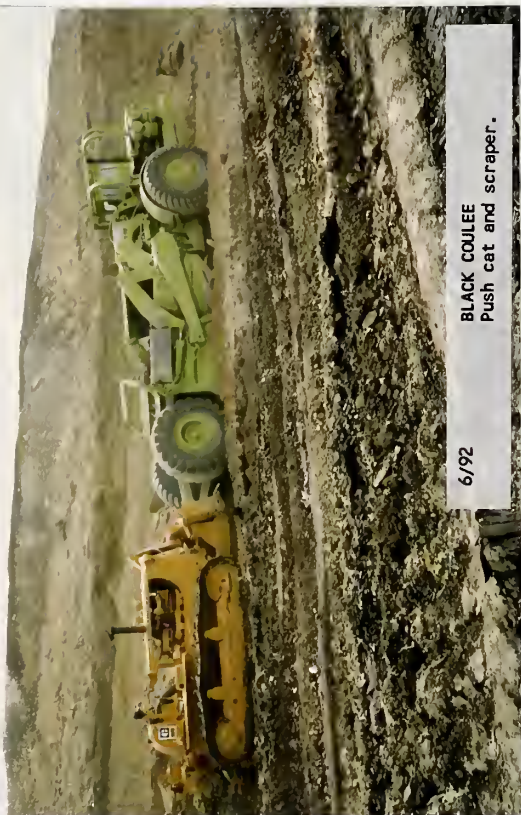
BLACK COULEE
Top first coal seam.



6/92 BLACK COULEE
Cutting into warm rock.



6/92 BLACK COULEE
Warm coal seam.



6/92 BLACK COULEE
Push cat and scraper.



6/92 BLACK COULEE
Excavation site.

BLACK COULEE
FIRE EMERG.

26



6/92 BLACK COULEE
Existing tunnel sluffed in.



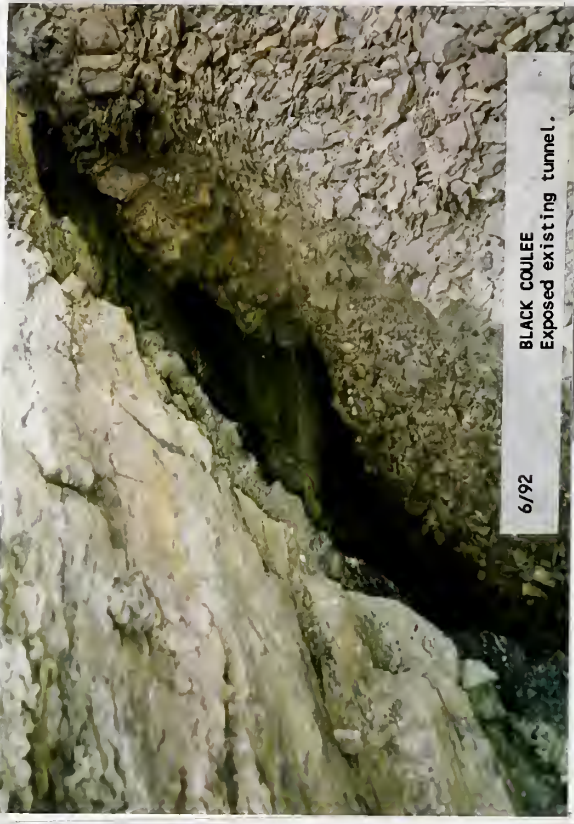
6/92 BLACK COULEE
Existing tunnel sluffed in.



6/92 BLACK COULEE
Loading scraper.



6/92 BLACK COULEE
Loading scraper.



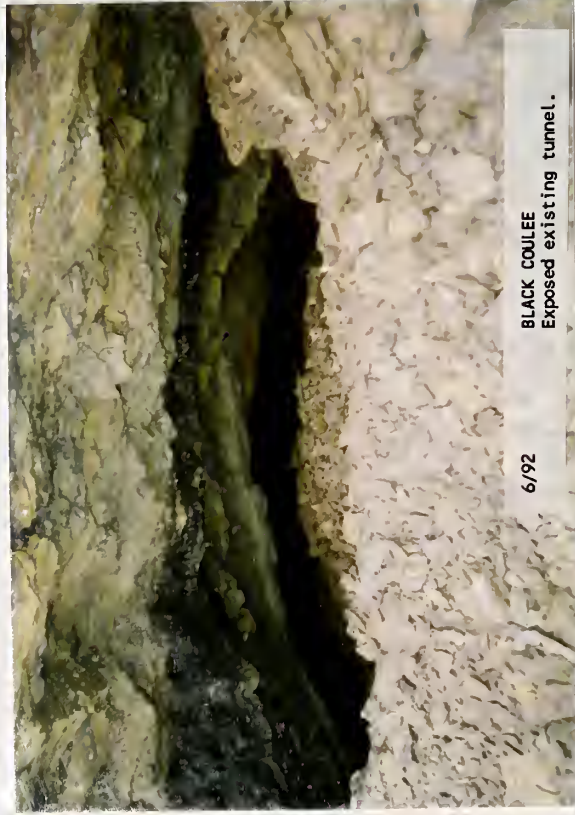
6/92

BLACK COULEE
Exposed existing tunnel.



6/92

BLACK COULEE
Exposed existing tunnel.



6/92

BLACK COULEE
Exposed existing tunnel.

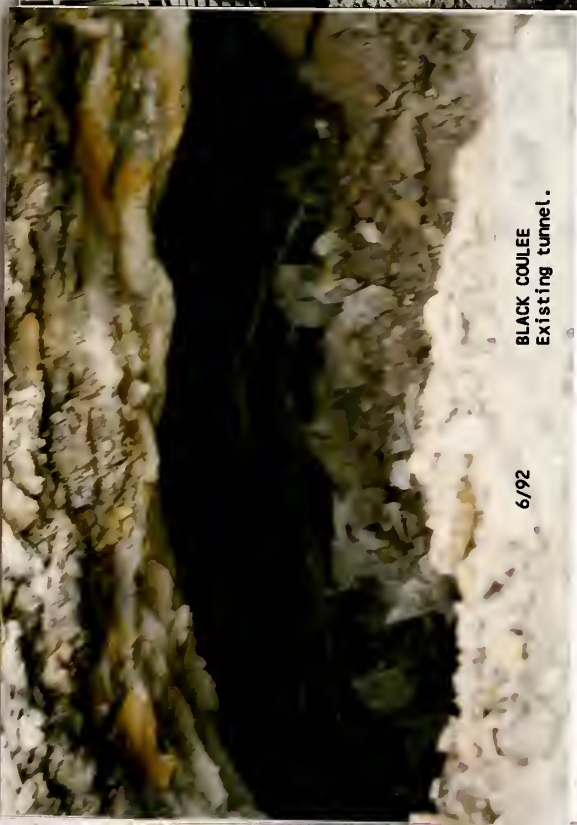


6/92

BLACK COULEE
Exposed existing tunnel.

BL. COULEE
FIRE EMERG.

27



6/92

BLACK COULEE
Existing tunnel.



6/92

BLACK COULEE
Existing tunnel.



6/92

BLACK COULEE
Push cat and Scraper.



6/92

BLACK COULEE
Scraper at excavation site.



6/92
BLACK COULEE
Existing tunnel.



6/92
BLACK COULEE
Existing tunnel.



6/92
BLACK COULEE
Excavation work.



6/92
BLACK COULEE
Excavation work.

BL. COULEE
FIRE. EMERG.

82



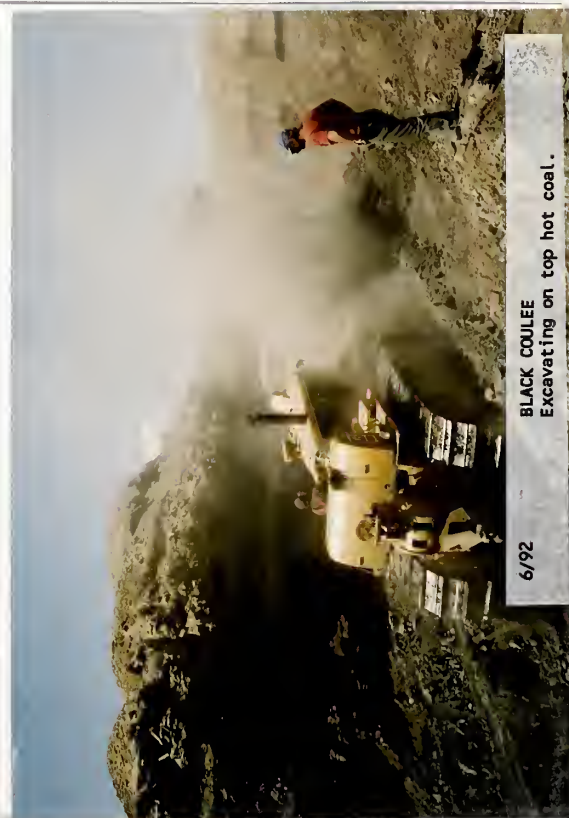
BLACK COULEE
Excavating on top hot coal.

6/92



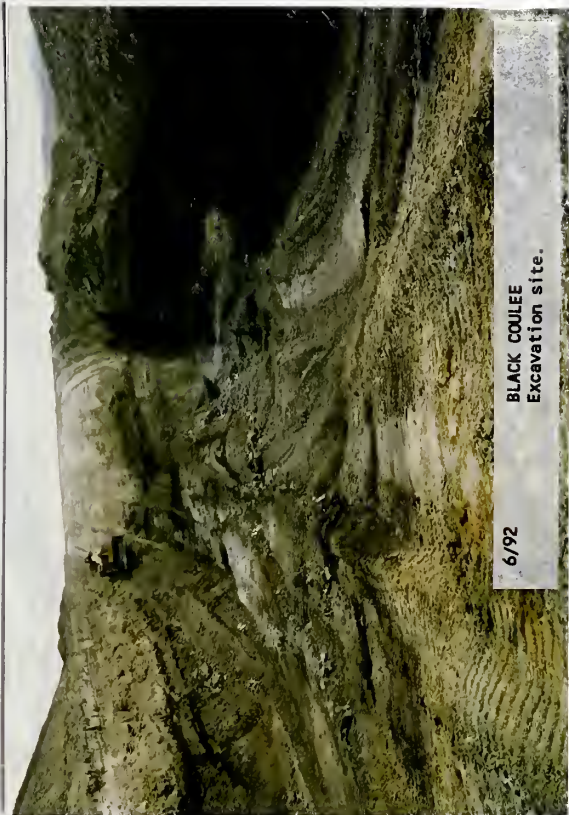
BLACK COULEE
Excavating on top hot coal.

6/92



BLACK COULEE
Excavating on top hot coal.

6/92



BLACK COULEE
Excavation site.

6/92



6/92 BLACK COULEE
Old timber from tunnel.



6/92 BLACK COULEE
Excavation site.



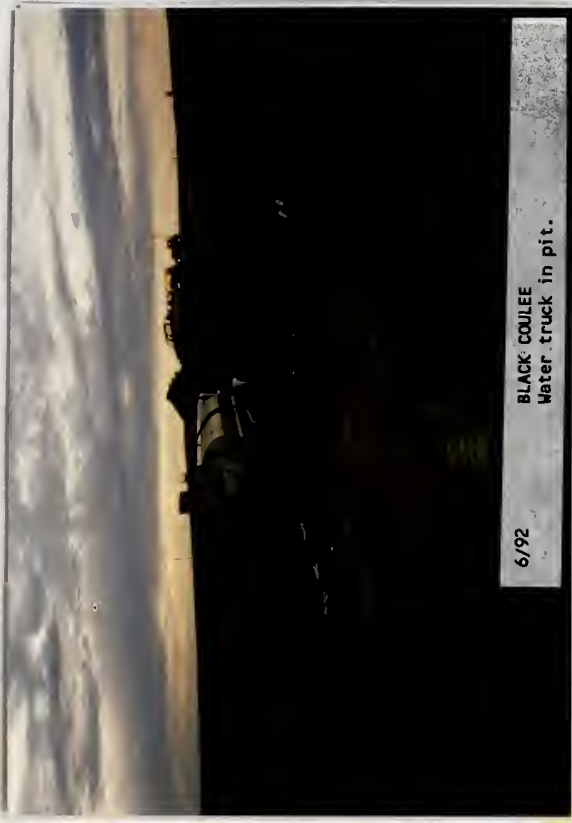
6/92 BLACK COULEE
Backhoe excavating hot materials.



6/92 BLACK COULEE
Backhoe excavating hot materials.



6/92 BLACK COULEE
Backhoe excavating hot materials.



6/92 BLACK COULEE
Water truck in pit.



6/92 BLACK COULEE
Equipment excavation.



6/92 BLACK COULEE
Equipment excavation.



6/92

BLACK COULEE

Equipment finishing excavation.



6/92

BLACK COULEE

Existing timbered tunnel.



6/92

BLACK COULEE

Cold coal seam.



6/92

BLACK COULEE

Equipment backfilling.



6/92 BLACK COULEE
Water truck on fill.



6/92 BLACK COULEE
Equipment backfilling.



6/92 BLACK COULEE
Equipment backfilling.



6/92 BLACK COULEE
Equipment backfilling.



6/92

BLACK COULEE
Equipment backfilling.



6/92

BLACK COULEE
D8 backfilling tunnel area.



6/92

BLACK COULEE
Changing scraper tire.



6/92

BLACK COULEE
Equipment backfilling.

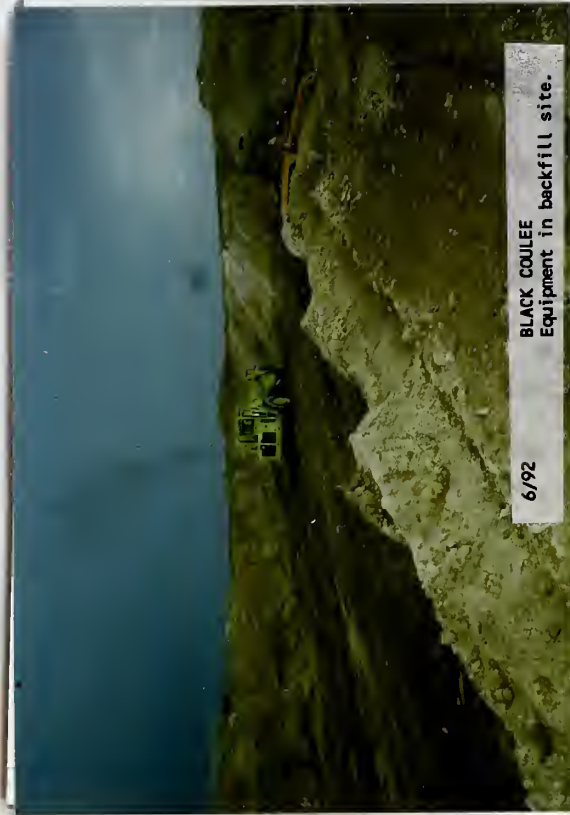
BL. COULEE
FIRE EMERG.

31



6/92

BLACK COULEE
Loading scraper.



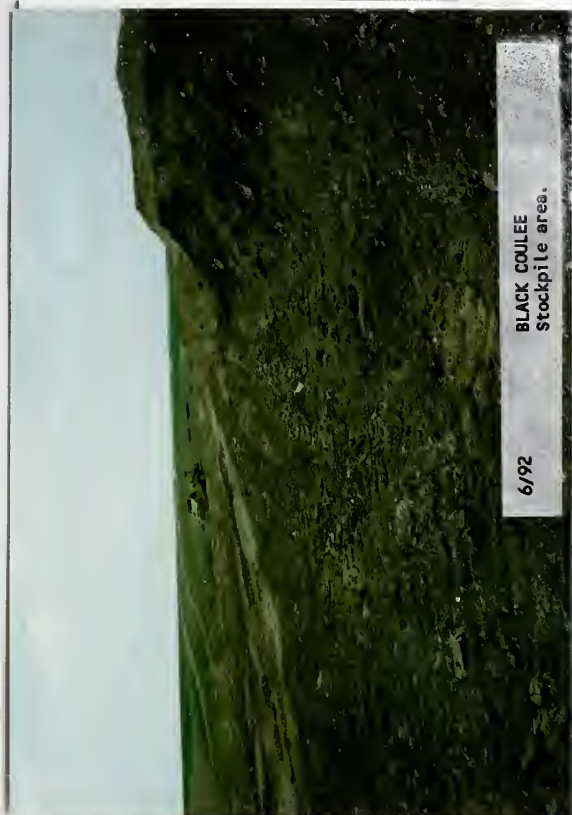
6/92

BLACK COULEE
Equipment in backfill site.



6/92

BLACK COULEE
Cat backfilling tunnel area.



6/92

BLACK COULEE
Stockpile area.



6/92 BLACK COULEE
Loading scraper.



6/92 BLACK COULEE
Water truck on fill.



6/92 BLACK COULEE
Equipment on fill.



6/92 BLACK COULEE
Equipment on fill.



6/92 BLACK COULEE
Loading scraper.



6/92 BLACK COULEE
Equipment on fill.



6/92 BLACK COULEE
Equipment on fill area.



6/92 BLACK COULEE
Equipment on fill.



6/92

BLACK COULEE
Backfilling.



6/92

BLACK COULEE
Backfilling tunnel area.



6/92

BLACK COULEE
Equipment overburden stockpile.



6/92

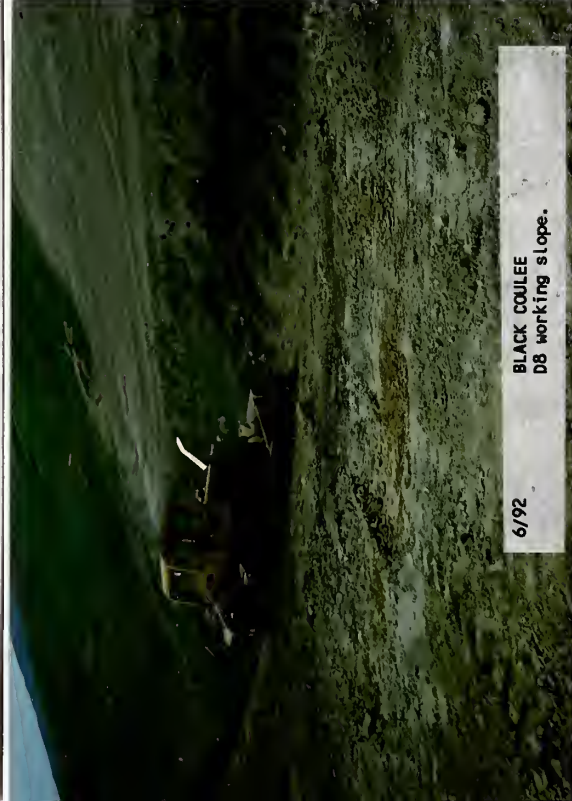
BLACK COULEE
Loading scraper.



6/92 BLACK COULEE
Overburden stockpile.



6/92 BLACK COULEE
D8 working slope.



6/92 BLACK COULEE
D8 working slope.



6/92 BLACK COULEE
Equipment leveling fill area.



6/92 BLACK COULEE
Completed backfilling area.



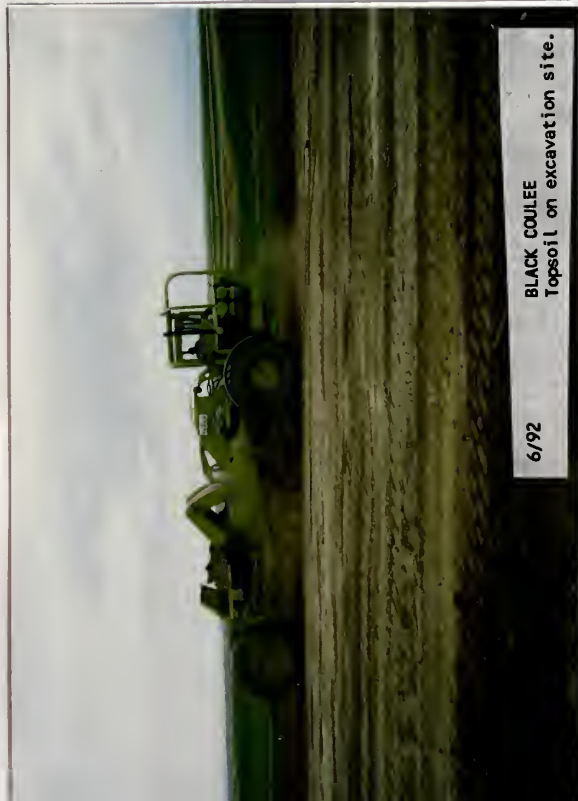
6/92 BLACK COULEE
Overburden stockpile site.



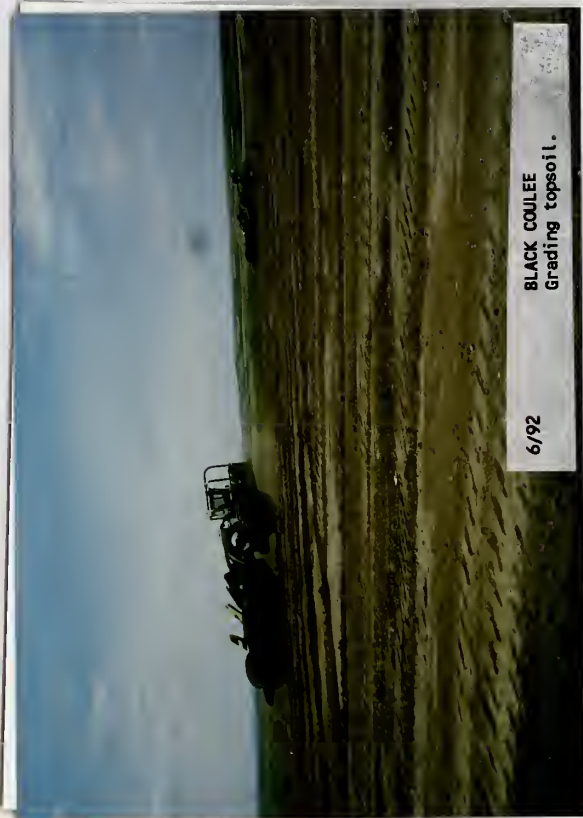
6/92 BLACK COULEE
Spreading topsoil.



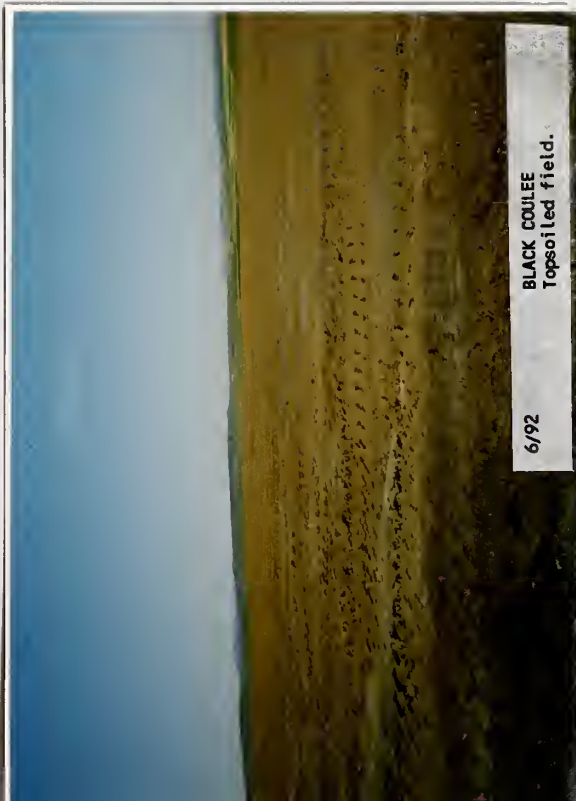
6/92 BLACK COULEE
Spreading topsoil.



6/92 BLACK COULEE
Topsoil on excavation site.



6/92 BLACK COULEE
Grading topsoil.



6/92 BLACK COULEE
Topsoiled field.

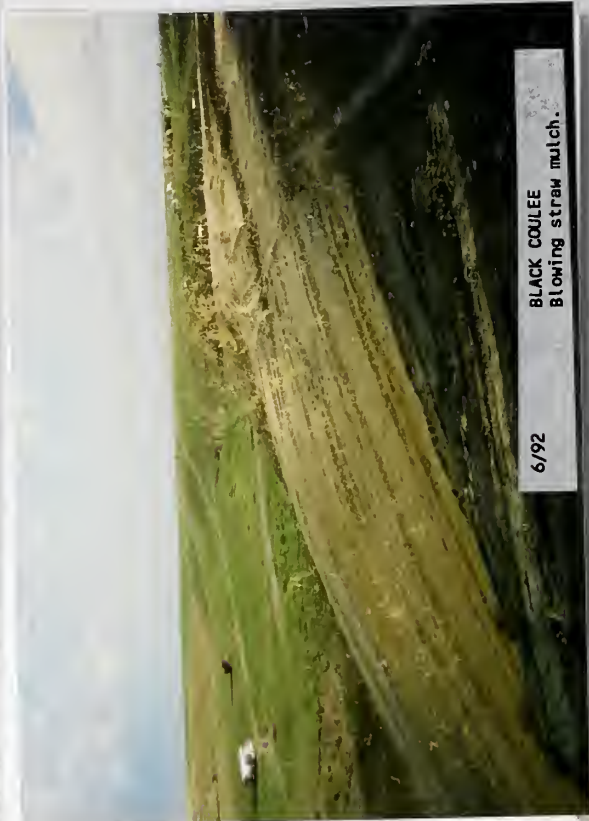


6/92 BLACK COULEE
Restored cultivated field.



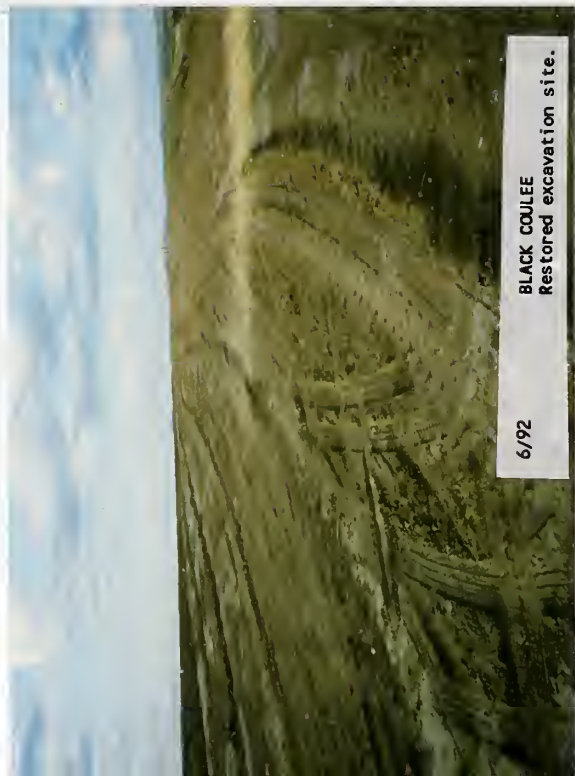
6/92

BLACK COULEE
Blowing straw mulch.



6/92

BLACK COULEE
Blowing straw mulch.



6/92

BLACK COULEE
Restored excavation site.



6/92

BLACK COULEE
Blowing straw mulch.



6/92

BLACK COULEE
Equipment.



6/92

BLACK COULEE
Mulch crimper.



6/92

BLACK COULEE
Crimped mulch.

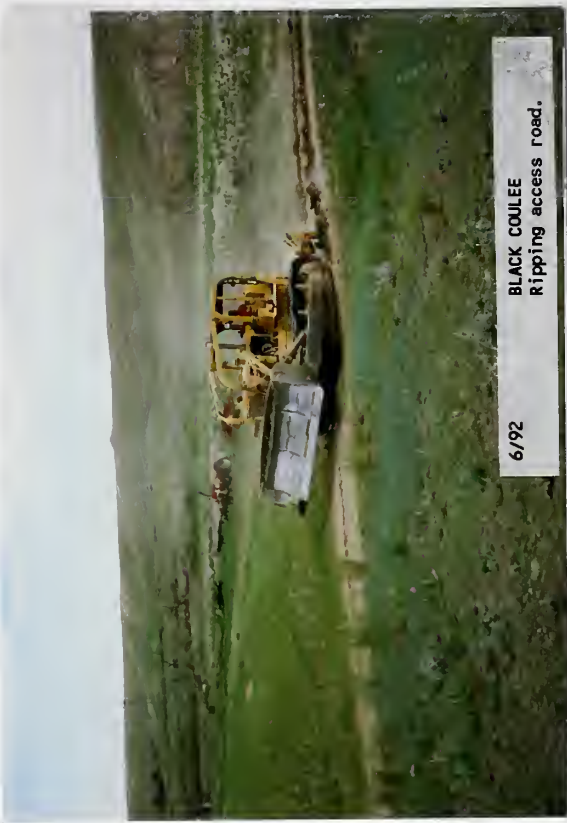


6/92

BLACK COULEE
Crimped mulch.



6/92 BLACK COULEE
Excavation site.



6/92 BLACK COULEE
Ripping access road.



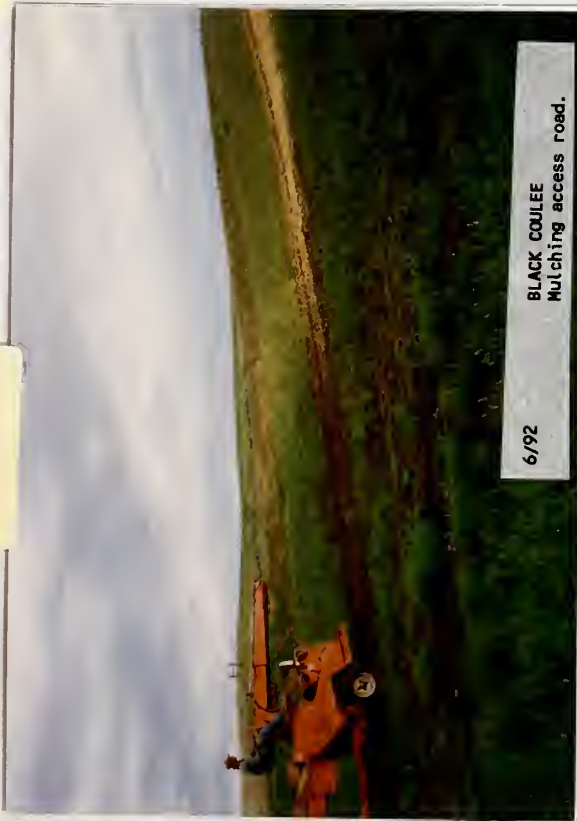
6/92 BLACK COULEE
Discing access road.



6/92 BLACK COULEE
Mulching access road.

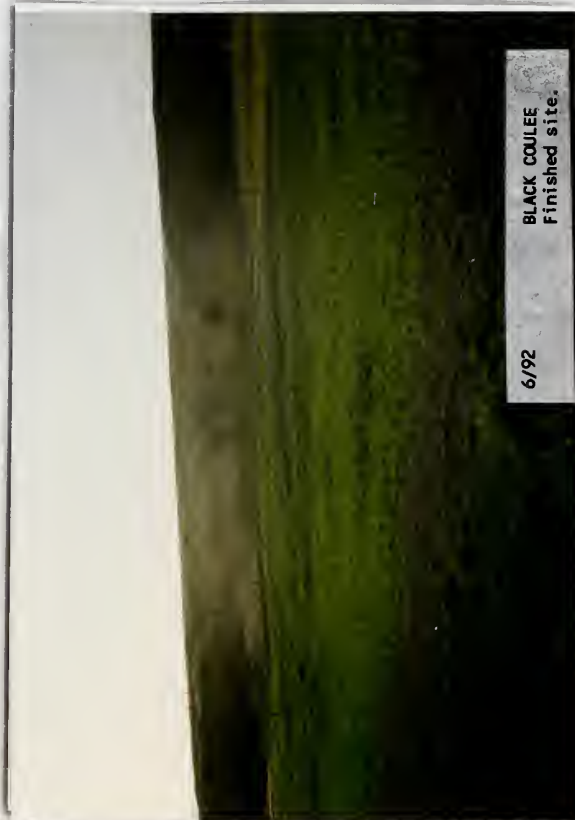
BL. COULEE
FIRE EMERG.

36



6/92

BLACK COULEE
Mutching access road.



6/92

BLACK COULEE
Finished site.



6/92

BLACK COULEE
Fence.



6/92

BLACK COULEE
Fence.



6/92
BLACK COULEE
Fence.



6/92
BLACK COULEE
Fence.



6/92
HAUGEN
Fence.



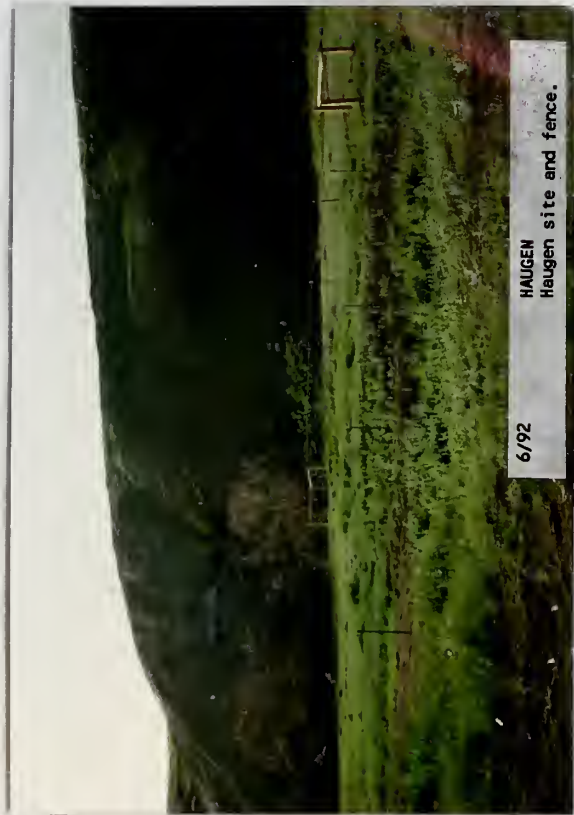
6/92
HAUGEN
Fence.

BL. COULEE
FIRE EMERG.



6/92

HAUGEN
Fence.



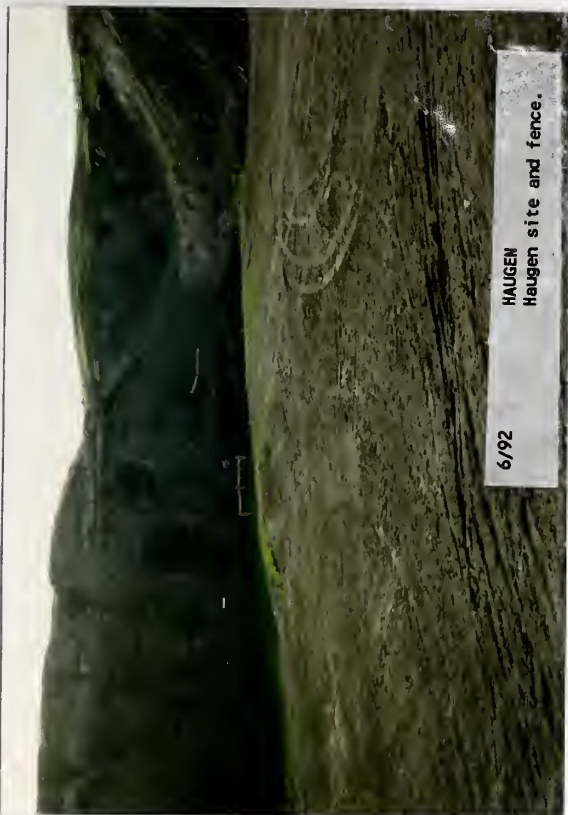
6/92

HAUGEN
Haugen site and fence.



6/92

HAUGEN
Haugen site and fence.



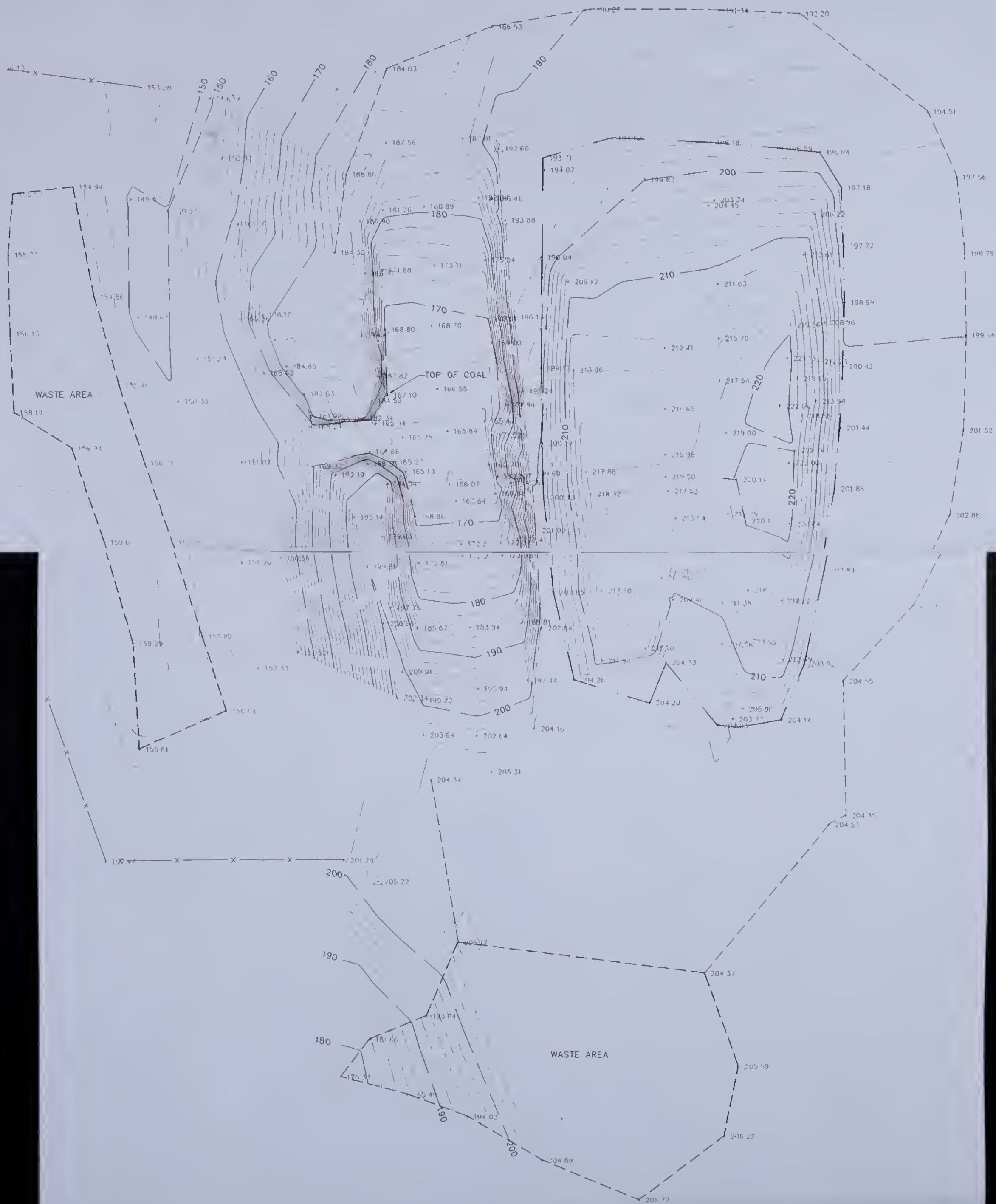
6/92

HAUGEN
Haugen site and fence.

Left

ATTACHMENT 6

SITE/TOPO MAP





ATTACHMENT 7

OTHER PROJECT DOCUMENTS

03/13/92

17:12

CASPER F O

NO. 012

001



United States Department of the Interior

OFFICE OF SURFACE MINING
RECLAMATION AND ENFORCEMENT
100 EAST "B" STREET, ROOM 2128
CASPER, WYOMING 82601-1918



In Reply Refer To

March 12, 1992

Bonnie Lovelace, Acting Chief
Department of State Lands
Abandoned Mine Reclamation Bureau
Capitol Station
1625 Eleventh Avenue
Helena, Montana 59620

RECEIVED

APR 14 1992

C. HANSON CO.

Dear Ms. Lovelace:

Enclosed is a copy of the "Declaration of Emergency" for the Black Coulee Coal Fire Emergency located near Chinook, Montana. You are hereby authorized to commence reclamation of this site under the Montana FY91 Abandoned Mine Lands (AML) Emergency Program (AML Emergency Grant GR197307).

We appreciate the thorough pre-emergency investigation that was accomplished by your staff. Please furnish us a copy of the investigation report for our files. If we can be of further assistance, please feel free to contact Mr. J. D. Creger of my staff at (307) 261-5828.

Sincerely,

Orvel Gustafson, Acting Director
Casper Field Office

Enclosure

Post-It™ brand fax transmittal memo 7671		# of pages 2
To: Bonnie Lovelace		From: Orvel Gustafson
Attn: Amy		Co: OSM/CSO
Deply: 406-444-2074	Phone: 307-261-5828	
Fax #: 406-444-2684	Fax #:	



United States Department of the Interior

OFFICE OF SURFACE MINING
RECLAMATION AND ENFORCEMENT
100 EAST "B" STREET, ROOM 2128
CASPER, WYOMING 82601-1918



FINDING OF FACT
FOR DECLARATION OF EMERGENCY

Black Coulee Coal Fire Project

Chinook

Blaine

Montana

RECEIVED In Reply Refer To

APR 14 1992

L. C. HANSON, JR.

The State of Montana's AML EMERGENCY INVESTIGATION REPORT has documented the location, problem and basis for emergency, proposed remedial action, eligibility, and estimate of cost.

The problem meets the definition of EMERGENCY (30 CFR 870.5, "a sudden danger or impairment that presents a high probability of substantial physical harm to the health, safety or general welfare of people before the danger can be abated under normal program operation procedures").

From the attached information and in accordance with 30 CFR 884 and P.L. 95-87 Section 410(a) I find that:

- a. an emergency exists constituting a danger to the public health, safety, or general welfare; and
- b. no other person or agency will act expeditiously to restore, reclaim, abate, control, or prevent the adverse effects of past coal mining practices.

Orvel Gustafson, Acting Director
Casper Field Office

3/12/92
Date

WEED CONTROL PLAN

BLACK COULEE COAL FIRE EMERGENCY RECLAMATION PROJECT BLAINE COUNTY, MONTANA

The Department of State Lands, Abandoned Mine Reclamation (AMR) Bureau hereby submits this Weed Control Plan to the Blaine County Weed Control Board as required by the Montana County Noxious Weed Management Act. Rule 7-22-2121, New Section C (3)(a) states, "The person or agency disturbing the land shall submit to the board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding, fertilization practices, recommended plant species, use of weed-free seed, and weed management procedures to be used."

The attached Invitation for Bid package, DSL-AMRB 92E-01 covers most of the above requirements under the following sections: (1) Section III, Special Provisions, Subsection 3.15, SOIL AMENDMENTS, SEEDBED PREPARATION, AND SEED MIX; and (2) Standard Specifications Subsection 320.00, FERTILIZING AND SEEDING and Subsection 330.00 MULCH.

Upon completion of the BLACK COULEE COAL FIRE EMERGENCY RECLAMATION PROJECT, the Bureau will continue to monitor the site biannually for any further abandoned mine hazards and any growth of noxious weeds. If any noxious weeds listed by the Blaine County Weed District appear on the reclamation site, the County Weed Supervisor will be notified immediately.

The most effective method of control will be implemented according to the District's noxious weed program. The AMR Program assumes responsibility for weed control on all AMR sites during reclamation construction and for two (2) years after the date of reclamation completion. After two (2) years, the weed control responsibility reverts back to the deeded landowner.

The Weed Control Plan for the BLACK COULEE COAL FIRE EMERGENCY RECLAMATION PROJECT is officially approved and in effect until two (2) years after the completion of reclamation construction when executed by the following officials.

Bonnie Lovelace
Bonnie Lovelace, Acting Chief
Abandoned Mine Reclamation Bureau
Department of State Lands

3-26-92
Date

Robert I. Shaplin
, Chairman
Blaine County Weed Control Board

3-31-92
Date

Henry H. Hildt
, Supervisor
Blaine County Weed District

3/30/92
Date

RECEIVED

APR 01 1992

E. C. HANSON CO.

RECEIVED

APR 14 1992

NOTICE OF AWARD

L. C. HANSON CO.

RECEIVED
APR 13 1992

TO: MONTGOMERY CONSTRUCTION
P O BOX 815
HILGER, MT 59451

DATE: April 7, 1992
PROJECT: BLACK COULEE COAL LANDS
FIRE EMERGENCY RECLAMATION
MONT A/E or DSL-AMRB: 92E-01

PROJECT DESCRIPTION: TO EXCAVATE AND EXTINGUISH BURNING COAL SEAMS,
BACKFILL EXCAVATED AREAS AND SUBSIDENCE HOLES, CLOSE AN ADIT, AND
FENCE AND REVEGETATE AREAS DISTURBED BY CONSTRUCTION AT THE
DESIGNATED PROJECT SITES

The Owner has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated March 7, 1992 and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ 18,084.90.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Labor and Material Bond, and Certificates of Insurance within 3 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within 3 days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated 7th day of April, 1992.

OWNER:

DEPARTMENT OF STATE LANDS

By: [Signature]

Title: Commissioner

JNK
JNK
JNK
4-7-92

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this 8th day of April, 1992.

CONTRACTOR:

Montgomery Construction

By: [Signature]

Title: President

RECEIVED

APR 14 1992

AGREEMENT

Form No. 110B

RECEIVED

APR 13 1992

L. Q. HANSON GO.

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

STATE LANDS

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This Agreement made on 3/1 4/13, 19 92, between
MONTGOMERY CONSTRUCTION, HILGER, MT,
hereinafter called the "Contractor", and the STATE OF MONTANA, acting by and through the
Commissioner DEPARTMENT OF STATE LANDS, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named
agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all the materials and perform all of the work for the ENTIRE
portion of the Contract as described in the Specifications entitled "BLACK COULEE COAL
FIRE EMERGENCY RECLAMATION PROJECT, BLAINE COUNTY, MT", Mont A/E or DSL-
AMRB 92E-01, and shall do everything required by the Contract Documents.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before a date set forth
by the Owner in a written "Notice to Proceed" and shall be completed within 45 calendar days.

Liquidated damages are Four Hundred Dollars (\$400.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions
and deductions provided, in current funds as follows:

TOTAL BASE BID - SCHEDULE I THROUGH SCHEDULE III IN THE AMOUNT OF:

Eighteen Thousand Eighty-four and 90/100 Dollars (\$18,084.90)

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as follows: 90% of the value, based
on the Contract prices of labor and materials incorporated in the work and of materials suitably
stored at the project site or at some other location agreed upon in writing, up to the last day of
the month, less the aggregate of the previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due 30 days after completion and acceptance of the work, provided the
work is fully completed and the Contract is fully performed. Upon receipt of written notice that
the work is ready for final inspection and acceptance, the Owner shall promptly make his
inspection(s); and when he finds the work acceptable under the Contract and the Contract fully
performed, he shall promptly issue a Certificate of Acceptance, over his own signature, stating
the work provided for in this Contract has been completed and is acceptable by him under its
terms and conditions and that the entire balance found to be due the Contractor and noted in
the final certificate is due and payable.

Before issuance of a final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid. If the work has been substantially completed and the Owner certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. NO DAMAGES FOR DELAY - OTHER CONTRACTORS

It shall be the affirmative duty of each and every Contractor on the project to cooperate and coordinate the scheduling and progress of its work with that of all other Contractors. Under no circumstances shall the State of Montana be liable for any damages for delay caused by the acts or omissions of another Contractor, and each Contractor expressly consents to suit by other Contractors for each and every claim for delay by said Contractors performing work on the aforementioned project. It is further stipulated and agreed that the terms of this provision shall govern over any other Contract document as defined in Article 7, infra.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Bid Documents, together with this Agreement, form the Contract; and they are as totally a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Contract Documents:

Invitation for Bid, Instructions to Bidders, Landowner/Contact List, Proposal, Bid Bond, Certification of Nonsegregated Facilities, Notice of Award, Agreement, Performance Bond, Labor and Material Bond, Insurance Certificates, Consent of Surety, Notice to Proceed, Work Directive Change, Change Order, Affidavit on Behalf of Contractor, Approval of Subcontractors, Substitution Request Form, Schedule of Values, Payment Request, Schedule of Materials, Contractor's Certificate of Completion, Certificate of Substantial Completion, Certificate of Acceptance, Standard Specifications for Abandoned Mine Reclamation Construction, (General Conditions, Supplementary Conditions, Special Provisions, Technical Specifications), Drawings, and Wage Rates.

ARTICLE 8. STANDARD PREVAILING RATE OF WAGES AND PREFERENCE OF MONTANA LABOR

The Contractor and Subcontractors shall pay the current Montana Prevailing Wage Rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. These prevailing wage rates will be in accordance with the most current determination including applicable modifications and will be attached to the Specifications and are incorporated herein.

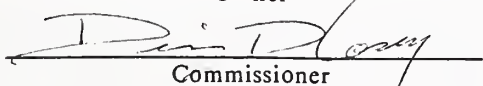
ARTICLE 9. VENUE

In the event of litigation concerning the Contract, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the agreement shall be interpreted according to the laws of Montana.

WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

Owner


Commissioner

4-13-92

Date

Montgomery Construction
Contractor


(Signature)

John Montgomery President
(Typed/Printed Name and Title)

4-8-92

Date

GREAT AMERICAN INSURANCE COMPANY

APR 13 1992

OHIO

STATE LANDS

PERFORMANCE BOND

The American Institute of Architects.
AIA Document No. A311 (February, 1970 Edition)

RECEIVED

APR 14 1992

L. C. HANSON & CO.

KNOW ALL MEN BY THESE PRESENTS, that (Here insert full name and address or legal title of Contractor)

Montgomery Construction, P. O. Box 815, Hilger, MT 59451

as Principal, hereinafter called Contractor, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY
580 Walnut Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

State of Montana, Department of State Lands, Helena, MT

as Obligor, hereinafter called Owner, in the amount of Eighteen Thousand Eight-four and 90/100-----

Dollars (\$ 18,084.90)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 8, 19 92, entered into a contract with Owner for Black Coulee Coal Fire Emergency Reclamation Project, Blaine County, MT MONT A/E or DSL-AMRE 92E-01

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)
Department of State Lands

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
 - 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for
- Signed and sealed this 8th day of

a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

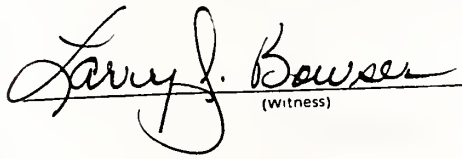
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

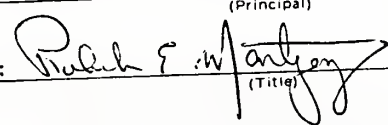
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

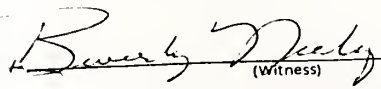
April

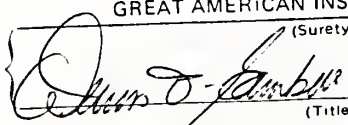
19 92

MONTGOMERY CONSTRUCTION


(Witness)

BY:  V.P.
(Principal) (Title)


(Witness)


(Surety) (Title)

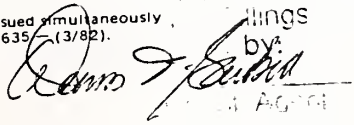
SB 5715b

Performance Bond. This bond is issued simultaneously with Labor and Material Bond F.9635 (3/82).

Revised to February, 1970

F.9633E - (6/83)

Montana, Dennis P. Gambill


by: AG-01

GREAT AMERICAN INSURANCE COMPANY

OHIO

APR 10 1992

LABOR AND MATERIAL PAYMENT BOND

STATE LANDS

The American Institute of Architects, AIA Document No. A311 (February, 1970 Edition)
THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

RECEIVED

APR 14 1992

L. C. HANSON CO.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Montgomery Construction, P. O. Box 815, Hilger, MT 59451

as Principal, hereinafter called Principal, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

580 Walnut Building, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

State of Montana, Department of State Lands, Helena, MT

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Eighteen Thousand

Eighty-four and 90/100-----

(here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 18,084.90

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated April 8, 19 92, entered into a contract with Owner for Black Coulee

Coal Fire Emergency Reclamation Project, Blaine County, MT MONT A/E or DSL-AMRB 92E-01

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

Department of State Lands

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety, hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant: a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or

furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

8th

day of

April

19 92

Harry J. Bowser
(Witness)

MONTGOMERY CONSTRUCTION

BY: *Robert P. Montgomery* (Principal) (Seal)
(Title)

Beverly D. Healy
(Witness)

GREAT AMERICAN INSURANCE COMPANY
(Surety) (Seal)
Dennis P. Gambill
(Title)

SB 57158

Labor and Material Payment Bond. This bond is issued simultaneously with Performance Bond F.9633E -- (3/82).

Revised to February, 1970

F 9635 (5-89)

Dennis P. Gambill

Agent

RECEIVED

RECEIVED

GREAT AMERICAN INSURANCE COMPANY

JAN 13 1992

STATE LANDS

L. C. HANSON 604 1

No. 0 15084

The number of persons authorized by
his power of attorney is not more than
FIVE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name
KIP W. VANDEVENTER
MELVIN P. HOINESS
LES L. JENSEN
SYLVIA TILZEY
DENNIS P. GAMBILL

Address
ALL OF
BILLINGS, MONTANA

Limit of Power
ALL
UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of January, 19 91

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON -- ss:

On this 8th day of January, 1991, before me personally appeared WILLIAM J. MANEY, to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the Vice President of the Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated August 20, 1979.

RESOLVED: That the President, the several Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute in behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of the Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of August 20, 1979 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of April, 19 92



STATE COMPENSATION MUTUAL INSURANCE FUND
P.O. BOX 4359
HELENA, MONTANA 59604-4359

RECEIVED

APR 13 1992

STATE INSURANCE, Governor
GENERAL INFORMATION (406) 444-6500

APRIL 9, 1992

CERTIFICATE OF INSURANCE

INSURED: 3-1065-88-1

C JOHN MONTGOMERY ET AL
MONTGOMERY CONSTRUCTION CO
PO BOX 815
HILGER

MT 59451

RECEIVED

APR 14 1992

E. C. HANSON CO.

TO: DEPT OF STATE LAND-ABANDON MINE RECLAMAT
ATTN: MARY BETH LINDER
1625 11TH AVE
HELENA

MT 59620

THIS DOCUMENT CERTIFIES THE STATE FUND PROVIDES WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE COVERAGE FOR THE ABOVE NAMED INSURED. THE POLICY INCLUDES COVERAGE FOR ALL MONTANA EMPLOYEES AS REQUIRED BY LAW.

COVERAGE FOR SOME EMPLOYMENTS UNDER MONTANA LAW MAY BE ELECTED OR RESCINDED, AT THE REQUEST OF THE INSURED, AT ANY TIME DURING THE POLICY PERIOD. WE CANNOT VERIFY THE COVERAGE STATUS OF THE FOLLOWING EMPLOYMENTS WHICH YOU SHOULD VERIFY WITH THE INSURED: SOLE PROPRIETORS AND WORKING PARTNERS, INCLUDING THOSE WHO CONSIDER THEMSELVES TO BE INDEPENDENT CONTRACTORS; DEPENDENT FAMILY MEMBERS OF SOLE PROPRIETORS OR PARTNERS; HOUSEHOLD AND CASUAL EMPLOYEES; VOLUNTEERS OR PERSONS WORKING IN RETURN FOR BOARD AND ROOM ONLY; SCHOOL AMATEUR ATHLETIC OFFICIALS; LICENSED REAL ESTATE BROKERS OR SALESPERSONS; DIRECT HOME SELLERS OF CONSUMER PRODUCTS; NEWSPAPER CARRIERS OR FREELANCE CORRESPONDENTS WHO HAVE ACKNOWLEDGED NON-COVERAGE IN WRITING; AND QUALIFIED OFFICERS OF CORPORATIONS.

THIS CERTIFICATE IS VALID FOR ONE YEAR FROM THE DATE OF ISSUE UNLESS CANCELLATION PROCEDURES ARE INITIATED, IN WHICH CASE YOU WILL BE NOTIFIED.

IF THE INSURED IS STILL CONTRACTING FOR YOUR COMPANY WHEN THIS CERTIFICATE EXPIRES, YOU MAY REQUEST RE-CERTIFICATION. PLEASE ADVISE US IF THE CONTRACT EXPIRES PRIOR TO THAT TIME.

POLICY SERVICES

CC: C JOHN MONTGOMERY ET AL

S INSURANCE BILLINGS
P.O. BOX 30638
BILLINGS MT 59107

INSURED
MONTGOMERY CONSTRUCTION
E. JOHN MONTGOMERY
P.O. BOX 815
HITGER, MT 59451

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	UNITED STATES FIDELITY & GUARANTY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

RECEIVED

APR 14 1992

L. C. HANSON CO.

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR. OWNER'S & CONTRACTOR'S PRCT.	1MP30003928901	03/10/92	03/10/93	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP./OPAGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXP. (Any one person) \$ 5,000
AUTOMOBILE LIABILITY ANY AUTO ALLOWED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	1MP30003928901	03/10/92	03/10/93	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
EMPLOYERS' LIABILITY	1MP30003928901	03/10/92	03/10/93	STATUTORY LIMITS EACH ACCIDENT \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 100,000
OTHER PROPERTY				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

BLACK COULEE COAL FIRES EMERGENCY, BLAINE COUNTY, MONTANA
DSL-AMRB 92E-01

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED PER FORM CG2013

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

BLAINE COUNTY
COURTHOUSE

CHINOOK MT

AUTHORIZED REPRESENTATIVE

Michael P. Harris

NOTICE TO PROCEED

TO: John Montgomery DATE: April 14, 1992
Montgomery Construction PROJECT: Black Coulee Coal Fires
P O Box 815 Emergency Project
Hilger, MT 59451 DSL-AMRB: 92E-01

In accordance with the Agreement dated April 13, 1992, you are hereby notified to commence Work no later than April 16, 1992, and you are to complete the Work within forty-five (45) consecutive calendar days thereafter. The date of completion of all Work is, therefore, May 30, 1992.

OWNER:

DEPARTMENT OF STATE LANDS

By: [Signature]

Title: AMRB Acting Chief

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged this 15th day of April, 1992.

CONTRACTOR:

[Signature]

By: [Signature]

Title: President

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: Mt. Dept. of State Lands - AMRB OWNER

PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCY PROJECT
MONT A/E or DSL-AMRB: 92E-01 SUBSTANTIAL COMPLETION DATE: _____
CONTRACT DATE: 4/13/92 DSL INSPECTION DATE: _____
LOCATION: Blaine County, MT ENGINEER: Lowell C. Hanson
PROJECT OR PART SHALL INCLUDE: _____
PERFORMANCE BOND NO: 7582586
DATE OF BOND: April 8, 1992
SURETY: Great American Ins. Co.
MONTANA AGENT: FBS Insurance
CONTRACTOR: Montgomery Construction
ADDRESS: PO Box 815
Hilger, MT 59451 ADDRESS: Billings, MT
TELEPHONE NO: (406) 538-9811

The Work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

A tentative list of items to be completed is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

ENGINEER: L. C. HANSON CO.

By Lowell C. Hanson 7/20/92
Authorized Representative Date

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

CONTRACTOR: Montgomery Construction

By John Montgomery July 7-92
Authorized Representative Date

L. C. HANSON CO.

The Owner accepts the Project or specified area of the Project as substantially complete and will assume full possession of the project or specified area at _____ (time), on _____ (date). The responsibility for heat, utilities, security, and insurance under the Contract Documents shall be as set forth under "Remarks" below.

OWNER: _____

By Wes R. Anderson 7/21/92
Authorized Representative Date

Remarks: (Attach additional sheet, if necessary)

CERTIFICATE OF ACCEPTANCE

TO: Mt. Dept of State Lands OWNER

PROJECT TITLE: BLACK COULEE COAL FIRE EMERGENCY PROJECT
MONT A/E or DSL-AMRB: 92E-01 FINAL ACCEPTANCE DATE: _____
CONTRACT DATE: 4/13/92 DSL INSPECTION DATE: _____
LOCATION: Blaine Co., MT ENGINEER: L.C. Hanson Co.
PROJECT OR PART SHALL INCLUDE: _____
PERFORMANCE BOND NO: 7582586
DATE OF BOND: April 8, 1992
SURETY: Great American Ins. Co.
MONTANA AGENT: FBS Insurance
CONTRACTOR: Montgomery Construction
ADDRESS: PO Box 815
Hilger, MT 59451 ADDRESS: Billings, MT
TELEPHONE NO: (406) 538-9811

The Work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be totally completed and accepted on the above date.

ENGINEER:

L. C. HANSON CO.

By

James C. Hanson
Authorized Representative Date

The Contractor accepts the above Certificate of Acceptance and agrees to abide by the conditions of the one-year warranty period which began on the substantial completion date.

CONTRACTOR:

Montgomery Construction

By

John Montgomery July 15-92
Authorized Representative Date

The Owner accepts the Project as totally complete, and final payment is due to the Contractor as provided in the contract documents.

OWNER:

David R. Anderson 7/21/92
By Authorized Representative Date

RECEIVED

JUL 24 1992

L. C. HANSON CO.



